

**LABOR AGREEMENT**

2009-2011

Between

**BENTON HARBOR AREA SCHOOLS**

and

**BENTON HARBOR SECRETARIAL ASSOCIATION/MEA/NEA**

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## AGREEMENT

THIS AGREEMENT ENTERED into this 8th day of June 2009, between the **BENTON HARBOR AREA SCHOOLS**, BERRIEN COUNTY, MICHIGAN, hereinafter referred to as the "Board" and the **BENTON HARBOR SECRETARIAL ASSOCIATION/MEA/NEA**, hereinafter referred to as the "Association."

WITNESSETH:

The purposes of this Agreement are to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful employer-employee relations for the mutual interest of the Board, the employees, the Association, and the students who attend the Benton Harbor Area Schools. Recognizing that providing quality secretarial services for the administrative staff of the Board is the aim and obligation of the parties hereto, the Board, and the Association, for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

### **ARTICLE I - RECOGNITION**

**SECTION 1: BARGAINING UNIT DESCRIPTION.** Pursuant to and in accordance with the provisions of Act 379 of the Michigan Public Acts of 1965, the Board recognizes the Association as the sole and exclusive collective bargaining representative for all of the full time and regular part-time secretarial and clerical employees, excluding a maximum of five (5) secretaries selected by the Employer, and all other employees of the Board. The term "secretary" when used *herein* shall be deemed to mean those employees who are included in the bargaining unit as above described, and wherever the female pronoun is used, it shall be deemed to mean female and/or male. Employees who were formerly covered by this bargaining unit and who were excluded as of the effective date hereof, and shall later return to the bargaining unit will be placed at the bottom of the seniority list upon their return. The Board agrees not to negotiate with or recognize any secretarial organization other than the Association for the duration of this Agreement.

**SECTION 2: EMPLOYER RIGHTS.** The Association recognizes and agrees that except as specifically limited or abrogated by the terms and provisions of this Agreement or by law, all rights to manage the operations of the school district and to direct and supervise the secretaries who come within the jurisdiction of the Agreement are vested solely and exclusively in the Board.

**SECTION 3: NON-DISCRIMINATION.** The parties hereto recognize and agree that neither shall discriminate in dealing with employees or applicants for employment because of their race, color, creed, sex, age, height, weight, nationality, marital status, or political belief, as defined by the Michigan Civil Rights Act, as amended, nor shall either discriminate against any employee because of his/her membership or nonmembership in the Association.

**SECTION 4: DUES OR FEE DEDUCTION.** Any secretary who does not elect to pay the dues uniformly required of all members or the uniformly required representation fee by payroll deduction shall tender the full amount of said dues or fees by September 30 of each year. In the

event the Association certifies to the Assistant Superintendent for Human Resources/Labor Relations (or designee) that a secretary has failed to tender payment of either the dues uniformly required of all members or the uniformly required representation fee, the District shall terminate the employee within thirty (30) calendar days after receipt of such certification; provided the Association has complied with the following:

- (a) A notice of the secretaries' obligation to tender dues or service charges as specified above is delivered to the secretary within thirty (30) days of employment or the date said dues/fee was due.
- (b) The secretary is given up to a total of thirty (30) days to meet said obligation.
- (c) The amount and to whom such tender of dues or fee is to be made in order for the secretary to be in compliance.
- (d) A notice must be sent at the end of said thirty (30) days referred to in paragraph (b) above that the secretary has not complied with the above demand and that a request for the secretary's termination was being made to the District.
- (e) A copy of all communications between the Association and the secretary and a certificate of non-compliance signed by the Association President must be furnished to the Assistant Superintendent for Human Resources/Labor Relations (or designee).
- (f) Proof of receipt of notice given to the secretary must accompany the certificate of non-compliance.

**SECTION 5: HOLD HARMLESS CLAUSE.** The Association agrees to indemnify and save the District, including individual School Board members, representatives of the Board, or employees of the Board, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay, unemployment compensation benefits, sums improperly deducted and remitted to the Association, and all court costs or administrative agency costs incurred by the District that may arise out of or by reason of an action(s) of the District or its representatives for the purpose of complying with Sections 4 and 5 of this Article so long as the District notifies the Association of any above named action brought against it in a timely fashion which does not jeopardize any contractual, administrative, or judicial time limit.

**SECTION 6: PAYROLL DEDUCTION.** During the life of this Agreement, the Board agrees to deduct from a paycheck of each month, for those employees who so authorize by properly executed payroll deduction authorization cards, the monthly dues and initiation fee in such amounts as shall be certified by the financial secretary of the Association, in addition to credit union, insurance and one of the following annuity companies:

- (1) Investors Syndicate Life Insurance and Annuity Company;
- (2) Variable Annuity Life Insurance Company;
- (3) Metropolitan Life Insurance Company; and



(4) MEFSA.

The check-off authorization shall be in writing, signed by the employee, and shall afford such employee the right to revoke such authorization upon its anniversary date or upon expiration of this Agreement, whichever occurs first. The Board shall furnish the Association each month a list of all members for whom such deductions have been made.

**SECTION 7: DIRECT DEPOSIT.** Direct deposit of paychecks shall be made available to each secretary upon signed authorization to deposit their salary in the financial institution of his/her choice, subject to the rules and regulations of such institution.

**SECTION 8: SAVINGS CLAUSE.** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by the operation of law or by any tribunal of competent jurisdiction or in compliance with or enforcement of any provisions shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

**SECTION 9: ASSOCIATION ACTIVITY.** The Association agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity during working hours.

**SECTION 10: INFORMATION TO ASSOCIATION.** The Board agrees to make available to the Association any and all information which it makes available to the public and that information which is related to or necessary for the proper processing of grievances or complaints. It is understood and agreed that nothing herein is intended to require the Board to compile information in any form not normally followed, nor to secure information in advance of the time such information is normally available to the Board. The Board agrees to advise the Association of all new hires, the commencement of and return from unpaid leaves of absences exceeding 30 calendar days, and transfers within the bargaining unit.

## **ARTICLE II - ASSOCIATION RIGHTS**

**SECTION 1: BULLETIN BOARD USE.** The Board shall continue to provide bulletin boards upon which the Association shall be permitted to post notices concerning Association business and activities. Any material posted shall contain nothing of a defamatory nature or involve members of or candidates for the Board of Education.

**SECTION 2: MAIL SERVICE.** The Association may use the regular established mail service for communications of Association business to secretaries provided the material transmitted contains nothing of a defamatory nature or involves members of or candidates for the Board of Education. All material placed in the District mail service shall be signed *by* an official of the Association.

**SECTION 3: BUILDING USE.** School rooms may be used by the Association for meetings and special programs, provided that:

- (a) Arrangements are made in advance with the building principal and/or appropriate administrator or Assistant Superintendent for Business and Finance.
- (b) Meetings are scheduled within the regular shift hours of the custodial staff.

**SECTION 4: EQUIPMENT USE.** The Association shall have the right to use typewriters, mimeograph machines, and other duplicating equipment at times other than during working hours when the equipment is not otherwise in use or needed for school business, provided prior approval is obtained from the supervisor who is responsible for the equipment. The Association shall pay for all cost incident to the use of such equipment including the use of materials and supplies.

**SECTION 5: INFORMATION TO NEW EMPLOYEES.** Upon initial employment, the Board will provide each employee a copy of the current Master Agreement, information regarding the approximate number of weeks his/her job requires, and initial information regarding insurance benefits he/she will be eligible for following his/her probationary period.

**SECTION 6: ASSOCIATION REPRESENTATIVES.** Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

**SECTION 7: GRIEVANCE RELEASE TIME.** The grievant, Association President and Grievance Chairperson, who must be involved with the Employer in the grievance procedure during the work day, shall be excused with pay for that purpose.

### **ARTICLE III - EMPLOYEE'S PROTECTION**

**SECTION 1: EMPLOYEE ASSAULT.** In the event a secretary is physically assaulted by a student or any person who is not employed by the Board which arises out of and in the course of his/her employment, it shall be promptly reported to his/her immediate supervisor and the Assistant Superintendent for Human Resources/Labor Relations (or designee). The Board will provide legal counsel to advise the secretary of his/her rights and obligations with respect to such assault and shall render the necessary assistance to the secretary in connection with the handling of the incident with the law enforcement and judicial authorities.

**SECTION 2: DAMAGE REIMBURSEMENT.** The Board will reimburse secretaries for any damage or destruction of clothing or personal property, excluding vehicles, up to Two Hundred Dollars (\$200.00), not due to negligence on the part of the secretary, which is not covered by other insurance in connection with any incident arising out of and in connection with one's professional employment.

**SECTION 3: CIVIL ACTION.** In the event the secretary is the subject of a civil action filed by someone other than an employee of the Board which arose out of and in the course of his/her employment, the Board will provide legal counsel and render the necessary assistance to the secretary in his/her defense, provided the secretary's conduct was justified based on what a reasonable and prudent person would do in like or similar circumstances. In the event the

provisions of this Section are met, the secretary shall be paid for the time necessarily spent in the resolution of such a matter.

**SECTION 4: BUILDING SAFETY.** The employer will endeavor to secure the building while secretaries are working alone. Under no circumstances shall secretaries be required to remain in the building alone at times other than the regularly scheduled working hours.

**SECTION 5: BUILDING SECURITY.** No secretary shall be responsible for building security. However, secretaries shall, in regard to building and equipment security, be responsible to conduct themselves as a reasonable and prudent person would in like or similar circumstances.

**SECTION 6: STUDENT DISCIPLINE.** No secretary shall be responsible for a student who is being disciplined. At times when the building principal is in the building, but not in the school office, the secretary may return a referred student to his/her classroom until such time as the principal can deal with the situation. When there is a major disturbance in a building, and the principal is unavailable, the secretary may contact the Central Administration and assistance will be provided.

**SECTION 7: MEDICATION.** For those medications that need to be administered in school, there shall be a written school policy, developed by the Employer, that sets the parameters for when the school will provide for the administration of medication, both prescription and non-prescription, to students and for self-administration of medications by students in the school setting. A copy of the policy shall be available in every school. Prior to any personnel administering medication(s) to a student, written authorization signed by a licensed physician and the student's parent(s)/guardian(s) shall be received by the Employer and filed in the CA-60's for students in grades PreK-8 or the medical file for students in grades 9-12. Any employee who is to administer medication to a student shall receive prior training from a health care professional on the administration of medication. The training shall be provided by the Employer, at its expense, and all training time shall be considered as work time.

**SECTION 8: CITIZEN COMPLAINT.** The Board agrees that in case of a complaint on the part of a citizen regarding a secretary, said citizen will be asked to first discuss the matter with the secretary's immediate supervisor for the purpose of resolving the complaint at the local level. If the citizen is not satisfied with the means to be used to resolve the problem, or the results thereof, and takes his/her complaint to a higher authority within the school district administration, the secretary against whom the complaint originated shall be given the opportunity of providing background information either in person, with representation of his/her choice, or by memoranda before any further action is taken on the matter. The secretary shall be informed of the administrator's recommendation, which shall be issued to the secretary in writing within ten (10) working days of receipt of the date the secretary provides background information. The secretary shall sign a receipt for the administrator's recommendation and the signature of the secretary shall indicate awareness of the contents of the recommendation but not necessarily agreement therewith. The Superintendent or designee shall determine whether further investigation or disciplinary action shall be taken against the secretary and so notify said secretary within thirty (30) calendar days. In the event that a complaint does not result in disciplinary action, the secretary shall be notified and the complaint will not become a part of the secretary's personnel file.

**SECTION 9: EMPLOYEE COMPLAINT.** The Board agrees that in the case of a complaint on the part of a District employee regarding a secretary, the affected secretary shall be notified of such complaint within five (5) working days of the time that the complaint was filed with the administration. The administration shall conduct an appropriate investigation to determine if there exists a legitimate basis for the complaint prior to the District taking any formal action concerning said complaint. Formal action does not include investigation of a complaint. In the event a complaint does not result in formal action, the secretary shall be notified and said complaint will not become a part of the personnel file of the secretary.

#### **ARTICLE IV - GRIEVANCE PROCEDURE**

**SECTION 1: GRIEVANCE DEFINED.** A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

**SECTION 2: GRIEVANCE PROCESSING.** An employee who has a complaint must submit his/her complaint orally to his/her immediate supervisor within ten (10) working days after the occurrence of the event or after the employee has knowledge or should have had knowledge of the event upon which the complaint is based. The immediate supervisor shall give the employee an oral answer to his/her complaint within ten (10) working days (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him/her. Before a grievance is processed as hereinafter set forth, the matter must be discussed with the immediate supervisor as above indicated.

**FIRST STEP.** To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the Section of the contract which has allegedly been violated, must be signed by the employee who is filing the grievance and two (2) copies thereof must be presented to the employee's immediate supervisor within ten (10) working days after receipt of the immediate supervisor's oral answer. The immediate supervisor shall give a written answer to the aggrieved employee within ten (10) working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the Board's copy of the grievance and sign the same.

**SECOND STEP.** If the grievance is not settled in writing in the First Step, and it is to be appealed to the Second Step, the appropriate Association representative for the area in which the grievance arose shall present the grievance to the Assistant Superintendent for Human Resources/Labor Relations (or designee), within ten (10) working days after receipt of the First Step answer. The Assistant Superintendent for Human Resources/Labor Relations (or designee) may either conduct a hearing or render a decision without a hearing. The Assistant Superintendent for Human Resources/Labor Relations (or designee) shall give the Association representative a written Second Step answer to the grievance within ten (10) working days after the grievance has been presented to him, or in the event a hearing is conducted, within ten (10) working days after the close of the

hearing. If the grievance is settled at this step, the Board's copy of the answer will be signed by the Association representative.

**THIRD STEP.** If the grievance has not been resolved in the foregoing Steps and the Association desires to carry it further, the Association shall, within ten (10) working days following receipt of the Second Step answer, advise the Board in writing that such answer is unacceptable the reason it is deemed to be unacceptable and in such communication further advise the Board that the matter is being submitted to the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within ten (10) working days after giving the Board the ten (10) working days notice above referred to. If the grievance has not been submitted to arbitration within said ten (10) working day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change, or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his/her own judgment, to sustain, reverse, or modify any alleged unjust discipline or discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Board and the Association. The expenses, wages, and fees of witnesses and representatives of the Board shall be borne by the Board, and the expenses, wages, and fees of witnesses and representatives of the Association shall be borne by the Association, in accordance with past practice.

**SECTION 3: GRIEVANCE TIME LIMIT.** If a grievance which has not been settled at any step of the grievance procedure is not appealed by the Association to the next succeeding Step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Association. If the grievance is not answered within the time limits specified for such answer at any Step of the grievance procedure, such grievance shall automatically be advanced to the next higher step of the grievance procedure, except that nothing contained herein shall be construed in such a manner as to automatically refer a subject to the Third Step of the grievance procedure.

**SECTION 4: ASSOCIATION GRIEVANCE.** Grievances on behalf of the entire Association, or an individual grievant where the action occurred at a level other than that of the immediate supervisor shall be filed by the President or Grievance chairperson of the Association's grievance committee and shall be processed starting at the Second Step of the grievance procedure within ten (10) working days of the occurrence of the event upon which it is based.

**SECTION 5: SECOND STEP GRIEVANCE MEETINGS.** Meetings as provided for in the Second Step of the grievance procedure shall not start later than 4:00 p.m. on the day for which they are scheduled, unless mutually agreed upon by the parties thereto. The Grievant, Association President and Grievance Chairperson, shall suffer no loss of pay due to time lost from their regularly scheduled work while attending such meetings.

**SECTION 6: “WORKING DAY” DEFINED.** Whenever the words are used in the grievance procedure, “working days” shall be defined as those days which are scheduled for work Monday through Friday excluding holidays for 260-day employees recognized under this Agreement.

**SECTION 7: TIME LIMITS EXTENSION.** Any of the time limits specified in the grievance procedure may be extended if such extension is mutually agreed to in writing by the Association and the Board.

**SECTION 8: GRIEVANCE ISSUE LIMITATIONS.** The following subjects shall not be subject to the grievance procedure:

- (a) Discipline or termination of a probationary employee;
- (b) Dispute over a seniority date once the date has been posted fifteen (15) working days; and
- (c) An involuntary, non-disciplinary transfer.

## **ARTICLE V - SENIORITY**

**SECTION 1: SENIORITY DEFINED.** Seniority shall be defined as an employee’s length of continuous service with the Board in the capacity of a secretary since his/her last hiring date. “Last hiring date” shall mean the date on which an employee began work as a bargaining unit member and from which he/she has not quit, transferred out of the bargaining unit, retired, or been discharged. No time shall be deducted from an employee’s seniority due to absences occasioned by authorized leaves of absence, vacations, sick, personal, or accident leaves, or for layoffs for lack of work or funds except as hereinafter provided.

**SECTION 2: PROBATIONARY EMPLOYEES.** All new employees shall be probationary employees until they have worked sixty (60) days. The purpose of the probationary period is to provide an opportunity for the Board to determine whether the employee has the ability and other attributes which will qualify him/her for regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated at the sole discretion of the Board. At the conclusion of the probationary period, the employee’s name shall be added to the seniority list as or his/her last hiring date.

**SECTION 3: TEMPORARY/SUBSTITUTE EMPLOYEES.** Temporary or substitute employees shall not accumulate seniority or receive any fringe benefits. A temporary employee is one who is employed for a specific assignment not to exceed ninety (90) working days. A substitute employee is defined as one who is to replace a permanent employee for a short period of time. If a temporary position shall last more than ninety (90) working days, the Human Resources/Labor Relations Department shall notify the Association in writing so that the job may be posted. Student part-time employees shall not fall within the scope of this contract. However, it is understood that student part-time employees funded by sources outside the District shall not be used to displace bargaining unit members. It is further understood that student part-time employees funded by the District shall not be used to replace bargaining unit employees.

**SECTION 4: PART-TIME EMPLOYEES.** Part-time employees shall be defined as an employee who works six (6) hours or less per day on a regularly scheduled basis. A part-time employee shall accumulate seniority as defined in Section 1, however, shall receive health insurance benefits on a pro rata basis only. Health insurance benefits shall be calculated on an eight (8) hour basis.

**SECTION 5: SENIORITY LIST.** The Board will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin boards by December 1 and April 1 of each year. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their last hiring date, starting with the senior employees at the top of the list. If two (2) or more employees who begin work on or after July 1, 2003 have the same last hiring date, their names shall appear on the seniority list in rank order as determined by a drawing conducted no later than October 1 of each school year. Such employees will be notified of the date, time and place of said drawing and will be permitted to be in attendance along with the president of the Association.

**SECTION 6: TERMINATION OF EMPLOYEE'S SENIORITY AND EMPLOYMENT.** An employee's seniority and employment shall terminate:

- (a) If he/she quits, retires, is justifiably discharged, or accepts a position outside the bargaining unit.
- (b) If, following a layoff, the secretary fails to notify the Board of his/her intention to return to work within seven (7) calendar days, after receipt of written notice, sent by certified mail, return receipt requested, of such recall, which shall be mailed to his/her last address on record, or after such certified mail is returned to the Board as being undeliverable or having notified the Board of his/her interest to return, fails to do so within seven (7) calendar days after receipt of the recall notice or upon the day established by the Board for his/her return, whichever is later.
- (c) If he/she accepts employment elsewhere while on a leave of absence without first notifying the employer of his/her desire to return to work.
- (d) When he/she has been laid off for a continuous period of time in excess of twenty-four (24) consecutive months.
- (e) Fails to request a leave of absence in writing, or does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, he/she presents evidence satisfactory to the Employer that it was impossible for him/her to return to work at the expiration of such leave or vacation.

**SECTION 7: REDUCTION OF WORK FORCE.** When the size of the work force is reduced, temporary employees shall be laid off first. If further reduction occurs, probationary employees shall be laid off next. If further reduction occurs, seniority employees shall be reduced starting with the least senior employee and through the seniority list in inverse order, providing there are senior secretaries who are able to satisfactorily perform the work of the laid off employee with a reasonable break-in period but without training. In the event there are no

senior employees who can satisfactorily perform the work of those scheduled for layoff with a reasonable break-in period but without training, then the junior employee shall be retained and the senior employee shall be laid off.

Other conditions for layoff are as follows:

- (a) If a secretary's position is eliminated, he/she shall take the position of the least senior secretary in the same or lower pay classification provided he/she can perform the work with a reasonable break-in period but without training.
- (b) The Board shall notify each secretary at least ten (10) working days prior to layoff.

**SECTION 8: SUBSTITUTE PRIORITY.** A laid-off bargaining unit member shall, upon written application, be granted priority status for temporary or substitute assignments according to seniority. If a laid-off bargaining unit member accepts such an assignment, he/she shall receive his/her pre-layoff regular rate of pay but not be entitled to any other benefits unless the assignment exceeds fifteen (15) consecutive work days (including partial days). The return of a bargaining unit member to work on a temporary/substitute basis shall not be considered a recall from layoff and does not constitute a break in the layoff for the purpose of Article V, Section 6(d).

**SECTION 9: RECALLING EMPLOYEES FOLLOWING LAYOFF.** When recalling employees to work following layoff, the senior employee on layoff status who has the present ability to satisfactorily perform the available work with a reasonable break-in period but without training shall be recalled to such work, provided no qualified active employee has applied for the position. Available work shall be defined as any vacant position in the bargaining unit in the same or lower pay classification as the laid-off employee. If there are no employees on lay-off status who have the present ability to satisfactorily perform the available work with a reasonable break-in period but without training, the senior laid-off employee who has the requisite ability to perform the work shall be the one recalled and given a reasonable amount of training. If, under this Section there are no laid off employees qualified for recall, then the Board may fill the job or vacancy by a new hire.

If an employee is given a reasonable break-in period and/or training as above provided and demonstrates that with such break-in and/or training he/she is unable to satisfactorily perform such work, he/she shall then be returned to layoff status and not again be eligible for recall to work until work is again available in his/her own classification to which his/her seniority entitles him/her.

**SECTION 10: POSTING VACANT POSITIONS.** When it becomes necessary to fill a new, permanent job classification or permanent vacancy in an existing job classification such permanent job or vacancy shall be e-mailed to each secretary during the school year and placed on the District's website during the summer months, with a hard copy forwarded to the Association President. Employees may bid for such job or vacancy during a period of five (5) working days by presenting to the Human Resources Department a written, signed notification of their desire to so bid. A secretary who is not scheduled to work during the summer months shall



have mailed to him/her such posting of secretarial vacancies that occur during the summer months, if prior written request is made to the Human Resources Department and the secretary has supplied a stamped, self-addressed envelope. All postings shall state clearly the job classification and building location of the assignment. In a building where there are two (2) or more employees of the same classification, the posting shall include the position.

**SECTION 11: FILLING OF VACANCIES.**

- (a) The Employer shall set forth in the job posting the minimum qualifications required for the newly created or vacant position.
- (b) Secretaries who wish to be considered for a posted position shall submit their application within five (5) working days from the date of posting.
- (c) No vacancy shall be permanently filled prior to the end of the five (5) day posting period.
- (d) The applicant who, in the sole judgment of the Board possesses the best qualifications required to satisfactorily perform the job shall be the one awarded the position. The Board shall take into consideration seniority, competency and training.
- (e) If there are no bidding employees who possess the minimum requirements specified in the job posting, the procedure in Section 9 for recalling employees following layoff will be followed.
- (f) Members of the bargaining unit who have applied for vacancies therein shall be notified within five (5) days after the job is filled whether or not they have received the position for which they applied.
- (g) The Board shall inform the President of the Association in writing of the following:
  - (1) Any and all bids received from any member of the bargaining unit, at the close of the five (5) day posting period; and
  - (2) The name of the employee who has been awarded the job.

**SECTION 12: JOB PROBATION.** In the event a job vacancy is filled pursuant to Section 10 above, the secretary thus awarded the job shall be transferred thereto as soon as practicable after the award is made and shall be on job probation for a period of twenty (20) working days, commencing with his/her first actual day on the job. During the first ten (10) working days of the probationary period, a secretary may elect to return to where she came from without any restriction on future job bids. In the event a secretary is awarded a job through the bidding procedure and subsequently demonstrates that he/she is unable to satisfactorily perform such job during the probationary period, such employee shall be returned to the job from which he/she bid, and will not be entitled to bid on another job within three (3) months thereafter, or to lay-off status if such employee was on lay-off status at the time of bidding on the vacant position. If the

bidding employee's former position has been eliminated or filled, the employee shall be allowed to take the position of the least senior secretary in his/her classification or lower classification. The District shall then re-post the job.

**SECTION 13: TEMPORARY TRANSFER.** The Board shall have the right to temporarily transfer employees, irrespective of their seniority status, from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absences. The Board shall also have the right to temporarily transfer employees irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period not to exceed ninety (90) working days. The Board recognizes the desirability of keeping employees on their regularly assigned job and therefore agrees not to abuse the temporary transfer provision. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this Section, shall not acquire any permanent title or right to the job to which he/she is temporarily transferred but shall retain his/her seniority in the permanent classification from which he/she was transferred and shall be returned to the job from which he/she was transferred upon termination of the temporary transfer. Employees temporarily transferred for the convenience of the Board as provided in this Section shall receive the rate of pay they would have received on their permanent classification or the rate of pay of the classification to which they are transferred, whichever is greater. Ten (10) month employees shall not be required to report for work on a temporary transfer basis during the period of time they are not normally scheduled to work unless they volunteer to work at any time during that period.

**SECTION 14: RIGHT OF ASSIGNMENT.** The Superintendent of Schools has the right to assign employees to positions for which they are qualified within the school district and said employees shall suffer no loss of pay as a direct result of said assignment.

**SECTION 15: STUDENT EMPLOYMENT.** Students working for the Board shall not be eligible for seniority or other fringe benefits under this contract.

**SECTION 16: ON-THE-JOB TRAINING.** If through lay-off, a bargaining unit member is placed into a type of position in which he/she has not served within the past two (2) years, said employee may request, in writing, through his/her immediate supervisor, training in said new position. If approved, said training shall be for a maximum of three (3) work days with the employee who is leaving said job, unless said employee who is vacating the position has left the employment of the District or through Staff Development.

**SECTION 17: PROTECTION OF BARGAINING UNIT WORK.** The duties of any secretary or the responsibilities of any position in the bargaining unit will not be substantially altered, increased, or transferred to an employee not a member of the bargaining unit without prior notice to the Association.

## **ARTICLE VI - LEAVES OF ABSENCE**

**SECTION 1: LEAVE, PERSONAL; MORE THAN THIRTY (30) DAYS.** A personal leave of absence without pay and without fringe benefits for a reasonable period not to exceed one (1)

year may be granted by the Board, without loss of seniority, provided the employee can be spared from work and does not engage in unapproved employment elsewhere, when requested in writing by any secretary who has completed his/her probationary period. A second year personal leave of absence may be granted at the option of the Board if it is requested at least sixty (60) days before the expiration of the original leave.

## **SECTION 2: RETURN FROM LEAVE OF ABSENCE.**

- (a) Upon expiration of said leave of absence for thirty (30) days or less, the employee shall be returned to the job held immediately prior to taking such leave.
- (b) Upon termination of a leave of absence of more than thirty (30) days, the secretary shall be allowed to return to the job the employee held prior to such leave, if vacant or held by a temporarily assigned employee, or shall be allowed to bump the least senior employee in the employee's same or lower job classification, so long as said employee is able to perform the job with a reasonable break-in period but without training; provided, however, he/she gives the Human Resources Department one (1) week of advance notice prior to the day of his/her intended return.

**SECTION 3: LEAVE, DISABILITY.** In the event a secretary becomes temporarily disabled, the secretary may use accumulated sick leave days. As long as a secretary has sick leave days available, a disability leave of absence is not required. Upon expiration of all such sick leave or the expiration of leave covered by the Family and Medical Leave Act, whichever occurs later, the secretary shall be granted a disability leave of absence without pay or Board paid fringe benefits for a period not to exceed one (1) calendar year, providing certification from a medical doctor supports the necessity for such leave.

Should a secretary be able to reasonably anticipate the need for a temporary disability leave because of illness, injury or pregnancy, such secretary shall notify the Assistant Superintendent for Human Resources/Labor Relations (or designee) one (1) month prior to the anticipated beginning of the disability leave of absence. Said secretary shall be granted a temporary disability leave of absence without pay or Board paid fringe benefits for a period of up to one (1) calendar year, unless the secretary desires to return to work earlier, in which event the secretary shall:

- (a) Submit in writing notice of intent to return to work to the Assistant Superintendent for Human Resources/Labor Relations (or designee) one (1) month prior to the expected date of return; and
- (b) Provide a certificate from a medical doctor attesting to the fact that the secretary's physical condition is such that said secretary is able to return to work to an assignment for which he/she is qualified.

In the event the work and/or attendance of a secretary is adversely affected due to a disabling condition prior to the secretary's voluntary taking of a leave of absence, the secretary shall be required to take an involuntary disability leave of absence should the Board's medical doctor substantiate the need for such involuntary leave. In the event a secretary fails to return to

work upon the expiration of a disability leave, the secretary shall be terminated and forfeit any further rights the secretary may have had under this Agreement or individual contract. Secretaries who desire to continue their health insurance while on a disability leave may do so at their own expense, subject to the conditions and terms of the insurance carrier.

Upon return from a disability leave which, when combined with any time off covered by Family and Medical Leave, does not exceed ninety (90) calendar days, the secretary shall be assured reinstatement to the same position so long as said secretary in fact returns to work within the ninety (90) calendar day period, and so long as said reinstatement does not conflict with the provisions of Article V of this Agreement. Upon return from a disability leave which, when combined with any time off covered by Family and Medical Leave, exceeds ninety (90) calendar days, the secretary shall be allowed to bump the least senior employee in the employee's same or lower job classification, so long as said employee is able to perform the job within a reasonable break-in period but without training. During any such voluntary or involuntary disability leave, seniority shall accrue to the affected secretary. The regular salary increment advancement shall accrue if such temporary disability leave of absence, when combined with any time off covered by Family and Medical Leave, does not exceed ninety (90) secretary work days or less.

**SECTION 4: JURY DUTY.** An employee who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which he/she performs jury duty and on which he/she otherwise would have been scheduled to work for the Board shall be paid the difference between what he/she receives from the Court as daily jury fees and what he/she would have earned from his/her employment with the Board on that date on the basis of the number of hours the employee was scheduled to work at his/her regular rate of pay. The employee shall have the option of receiving the difference between his/her regular pay and jury duty fees, upon submitting a voucher from the Court to the Board, or to take the time off without pay, but keeping the jury duty fee. The Board's obligation to pay an employee for jury duty as provided herein is limited to a maximum of sixty (60) days in any calendar year. In order to receive the payment above referred to, an employee must give his/her immediate supervisor prior notice that he/she has been summoned for such jury duty and the days for which he/she claims such payment and the employee must report to work as soon as he/she is released from jury duty from day to day.

**SECTION 5: WITNESS SUBPOENA.** An employee who is subpoenaed as a witness on behalf of the Board in any judicial or administration proceedings for reasons arising out of and in the course of his/her employment shall suffer no loss of pay.

**SECTION 6: LEAVE, CHILD CARE.** A secretary may be granted a child care leave, up to one (1) year, without pay or Board-paid fringe benefits. No salary increment shall occur during said leave.

**SECTION 7: FAMILY AND MEDICAL LEAVE ACT.** Pursuant to the Family and Medical Leave Act of 1993, as amended, an eligible employee shall be entitled to an unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period, for one or more of the following:

- (a) Birth, adoption, or foster care placement of an employee's child;
- (b) Serious health condition of an employee's spouse, child, or parent;
- (c) The employee's own serious health condition.

The District shall provide the same group health care coverage during the employee's leave, up to twelve (12) weeks per twelve (12) month period of time. The employee returning from a leave under this act shall be returned to his/her previous position or equivalent position.

To be eligible for a leave under this Section, an employee must have been employed by the District for at least two (2) semesters and have worked at least 1250 hours over the previous twelve (12) month period. An employee shall only be eligible for such leave once during any twelve (12) month period. All leaves shall be granted only in accordance with the requirements of the federal act. An employee requesting leave under the Act must do so as soon as practical.

This Family and Medical Leave Section is not intended to interfere with the use of any other leave provision within this Article.

## **ARTICLE VII - PAID SICK LEAVE**

**SECTION 1: LEAVE, PAID SICK.** For employees who qualify therefore, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

**SECTION 2: SICK LEAVE CREDITS.** All secretaries shall earn and accumulate paid sick leave credits on the basis of one (1) day per month for each month the secretary worked.

For the purpose of this Section, one month worked shall be defined as a minimum of ten (10) regularly scheduled work days. Unused paid sick leave credits shall accumulate from year to year without limit. A record of the sick leave accrued through June 30 of each year shall be given to the employee in the fall of the year. Any secretary working ten (10) calendar months would receive a minimum of ten (10) days.

**SECTION 3: SICK LEAVE PAYMENTS QUALIFICATION.** In order to qualify for sick leave payments, the employee must report to his/her immediate supervisor as soon as reasonably possible or to the Human Resources Department not later than one-half (1/2) hour after his/her normal starting time on the first day of his/her illness, unless in the judgment of his/her immediate supervisor the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as possible.

- (a) The Employer shall have the right to require the employee to furnish a doctor's certificate attesting to the necessity for the absence if the Employer suspects the employee is abusing the sick leave provision. If the doctor's statement is required, the employee will be told in advance that it will be required and it must state the cause of such absence, confirm the necessity therefore and before the employee

resumes his/her normal duties, must state that the employee is physically able to return to and perform his/her job duties.

- (b) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action up to and including dismissal, depending upon the circumstances involved.
- (c) Any employee absent for five (5) or more consecutive working days because of sickness or injury, or when showing definite signs of impaired health, may be required to obtain a certificate from his/her physician issued after an additional examination to furnish evidence of continued fitness to work.
- (d) Any employee may be required to submit to a physical and/or psychiatric examination at any time. All such examinations shall be by practitioners acceptable to the Board and paid for by the Board.

**SECTION 4: SICK LEAVE PAYMENTS.** Sick leave payments shall be made to employees (not to exceed their accumulated sick leave) for the following leaves:

- (a) Leaves for serious illness of a member of an employee's immediate family shall be available for a period of not to exceed one (1) regularly scheduled working day at any one (1) time, unless his/her immediate supervisor grants him/her additional time off from work.
- (b) Leaves for dental and medical appointments that could not be made for times other than during regular duty hours, provided the employee notifies his/her immediate supervisor one week in advance, except in emergencies.
- (c) Leaves for the purpose of attending the funeral of a relative other than a member of the employee's immediate family shall be available for a period of not to exceed five (5) days per calendar year, provided the employee furnishes proof of death if requested.
- (d) An eligible employee may on a once-a-year basis elect to convert up to a maximum of ten (10) sick leave days into a year-end bonus at the rate of \$20 per day. To be eligible for such a bonus, an employee must maintain a balance of at least fifteen (15) accrued sick leave days in his/her account after the conversion of the sick days. Requests for bonus payments shall be given to the Employer in writing and be signed by the employee no later than December 1 each calendar year. Payment of the bonus shall be made during December.

**SECTION 5: LEAVES, FUNERAL.** All employees who at the time, have completed their probationary period shall receive time off with pay at their regular straight time hourly rate for each day necessarily lost during their normal work week not exceeding three (3) days due to each death in their immediate family; or, not exceeding five (5) days due to the death of a son, daughter, or spouse. This payment shall not be deducted from an employee's accumulated sick leave credits, nor shall payment be made for any of such three (3) days or five (5) days on which the employee, for any other reason, would have been absent from work. Immediate family shall

be defined as the employee's current spouse, children, grandparents, grandchildren, parents, parents-in-law, brother, sister, brother-in-law and sister-in-law, stepparents, and stepchildren. Seven (7) additional days of leave of absence may be taken, provided the employee has sufficient unused paid sick leave credits accumulated. If the Board requests proof of death, the employee must present the same in order to receive the pay referred to.

**SECTION 6: SICK LEAVE HOURS DEFINED.** One (1) day of paid sick leave for employees shall be equivalent to the number of hours they regularly work in a regular work day, at the rate applicable to the employee's permanent job classification assignment at the start of the absence for which compensation is requested. Sick leave payments made hereunder shall be prorated no less than one-quarter (1/4) day increments.

Whenever sick or bereavement payments are made under this Article, the amount of such payments shall be deducted from the employee's unused bank of paid sick leave credits.

**SECTION 7: LEAVE, BUSINESS.** An employee who has completed six (6) or more months of continuous service since his/her last hiring date shall be allowed two (2) business leave days per year, provided a business leave of absence form is submitted to the immediate supervisor at least five (5) working days prior to the desired day off, which request shall state the reason why it is necessary to take such a leave. The immediate supervisor shall either grant or deny the leave, after verification with the Human Resources Department of availability, by so stating on the business leave of absence form and returning a copy of said form to the employee at least two (2) days in advance of the requested time off. One of the business leave days shall be deducted from the employee's unused accumulated bank of sick leave credits and the other shall not. Business leave means an activity which requires the secretary's presence during the regularly scheduled work day and which is of such a nature that cannot be attended to at a time when he/she is not scheduled to work. Except in unusual circumstances, such business leave of absence with pay will not be permitted on the last day prior to or the first day following a holiday or vacation period. An employee may request and be granted a business leave day by telephone in case of emergency. Upon return from said leave, the employee will then complete the absence form.

**SECTION 8: WORKERS' COMPENSATION.** Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Act, shall be entitled to use accumulated sick leave in one-half (1/2) day increments to make up the difference between the allowance under the Workers' Compensation Act, and his/her regularly weekly income until said sick leave is exhausted. Said use of sick leave supplement shall not exceed the total equivalent of what he/she would have received in daily pay based on his/her normal work day.

Further, it is agreed that no fringe benefits shall be accrued or earned during the period an employee is on Workers' Compensation. Provided, however, the Employer shall continue the Employee's health insurance benefits until such time as the Employee's accumulated sick leave is exhausted.

**SECTION 9: SICK LEAVE BANK.** Upon the approval of the Superintendent, or designee, a secretary within the bargaining unit shall be permitted to voluntarily donate up to a total of

five (5) accrued sick days per school year (i.e. July 1 - June 30) to needy unit member(s) who have exhausted their sick leave.

## **ARTICLE VIII - ASSOCIATION BUSINESS LEAVE**

**SECTION 1: LEAVE, ASSOCIATION.** Leaves of absence with pay and without loss of seniority of twenty (20) days per fiscal year shall be granted to members of the Association, provided a written request for such leave is presented to the Human Resources Department by the President of the Association at least five (5) regularly scheduled working days prior to the start of the anticipated absence. It is understood and agreed that regardless of the number of employees who attend the meetings, the total number of days off from work shall not exceed twenty (20) days per fiscal year. No more than one (1) secretary from a building will be allowed to use an Association Day on a given day, unless approved by the immediate supervisor and Assistant Superintendent for Human Resources/Labor Relations (or designee). The Association shall reimburse the District for any costs for substitutes, if employed.

**SECTION 2: BOARD MEETINGS ATTENDANCE.** Bargaining unit personnel shall not lose pay to attend meetings called by the Board or any other meeting at which the Board requires their attendance.

## **ARTICLE IX - HOURS OF WORK AND OVERTIME**

**SECTION 1: WORK ASSIGNMENT NOTIFICATION.** Two (2) weeks prior to the expected date of return to work for the school year, each secretary shall be notified of his/her assignment, work hours and date of return.

**SECTION 2: WORK DAY DEFINED.** The normal work day for full-time school building personnel shall be seven and one-half (7-1/2) hours, and the normal work week shall consist of thirty-seven and one-half (37-1/2) hours, Monday through Friday, both inclusive. The normal work day for full-time central and related offices will be eight (8) hours and the normal work week shall consist of forty (40) hours, Monday through Friday, both inclusive. However, nothing contained herein shall be construed as a guarantee of seven and one-half (7-1/2) or eight (8) hours of work or pay per day, or thirty-seven and one-half (37-1/2) or forty (40) hours of work or pay per week, whichever is applicable. In the event a reduction in total hours worked per week by unit employees is deemed necessary by the Board, all secretaries shall have their hours reduced by like amounts of time. In the event a reduction in the number of weeks worked per year for secretaries is deemed necessary by the Board such reduction shall be considered a force reduction and be achieved in accordance with Section 7 of Article V.

**SECTION 3: WORK WEEK DEFINED.** For the purpose of this Agreement, the week shall be Monday through Sunday.

**SECTION 4: LUNCH AND BREAK PERIODS.** Employees shall be entitled to at least one-half (1/2) hour unpaid duty-free lunch period at or near the midpoint of their work day, a fifteen (15) minute break period at or near the midpoint of the first half of their work day, and a fifteen (15) minute break at or near the mid-point of the second half of their work day. It is understood and agreed that the timing of the lunch or break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain



conditions it will be impossible for employees to take a break period until the urgent aspect of the job being performed has been completed. Employees shall be required to be ready to start work at their respective assigned work stations at the start of theft work day and shall be required to remain at work until the end of their work day except as above provided.

**SECTION 5: OVERTIME PAY.** Those employees who have been specifically authorized by the immediate supervisor to work overtime, shall be compensated for all hours worked at time and one-half the employee's straight time hourly rate of pay for all hours worked in excess of eight (8) hours in any one (1) work day and for all work performed on Saturday. Two (2) times the employee's straight time hourly rate of pay will be paid for all work performed on Sunday and any days celebrated as paid holidays as specified in this Agreement.

With approval of the employee's immediate supervisor, and in accordance with the Fair Labor Standards Act as amended, the employees may receive compensatory time off in lieu of overtime pay.

**SECTION 6: OVERTIME NOTICE.** When overtime is to be worked, the employee's immediate supervisor shall endeavor to give the employee involved reasonable advance notice, if possible. If the employee's immediate supervisor notifies an employee at or before the end of his/her regular work day on the preceding working day before the overtime is to be worked, the immediate supervisor shall have the right to expect such employee to work a reasonable amount of overtime unless the employee is absent due to illness or accident or other arrangements are worked out between the employee and his/her supervisor.

**SECTION 7: CALL IN PAY.** An employee who is called in to perform work at a time other than that for which he/she had previously been scheduled shall be guaranteed a minimum of two (2) hours of work, or in the absence thereof, two (2) hours of pay at his/her hourly rate of straight time or premium pay, whichever is applicable. This provision does not apply to employees who were previously scheduled to start work prior to the regular starting time or who may be retained after regular quitting time nor shall it apply to employees who are called in for periods of less than two (2) hours prior to the start of their work day, but who continue to work theft regular work day thereafter.

**SECTION 8: INCLEMENT WEATHER.** In the event the school district is closed because of inclement weather, bargaining unit employees shall not be required to report for work and shall suffer no loss of pay for said day(s); provided, however the District suffers no state aid loss pursuant to applicable statute.

If for reasons of emergency, an employee is required to report for work during this period, the employee shall receive compensation at one and one-half (1-1/2) times his/her hourly rate. In the event school days are added to the school calendar to make up for inclement weather days as where the District has lost state aid, ten (10) month secretarial employees shall be expected to work and shall receive theft regular normal rate of pay for same. Twelve (12) month bargaining unit members shall be allowed to use their vacation days, personal business days or sick days to offset any loss of pay due to implementation of this Section. Any request to use vacation days, personal business days, or sick leave days to compensate for loss of pay due to inclement weather days must be in writing to the Human Resources Department.

In the event snow days are permitted by the State in excess of two (2) days, no employee shall suffer any loss in wages and shall be paid as if he/she had worked.

**SECTION 9: SUMMER HOURS.** If the Board designates shorter working hours of not less than seven (7) hours per day for the summer months, it is understood and agreed that this will not be in violation of this contract.

## **ARTICLE X - COMPENSATION**

**SECTION 1: COMPENSATION.** The job classifications and applicable rates of pay therefore are set forth in Appendix A attached thereto and by this reference made a part hereof. An employee who has previous experience as a secretary may be hired at not more than "After 4 Years" of the rate range of the classification to which they are assigned.

**SECTION 2: FAIR DAY'S WORK.** It is understood and agreed that in return for the wages, fringe benefits, and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the Board.

**SECTION 3: BIDDING, RATE RANGE GREATER.** When, through the bidding procedure, an employee is promoted to a job for which the maximum of the rate range is greater than the maximum of the rate range for the permanent job classification from which he/she bid, such employee, upon being awarded such job, shall be advanced to the nearest pay range step in the job classification for which he/she bid which will result in a significant increase in his/her salary as determined by the administration and thereafter shall be governed by the pay range increments set for such job in Appendix A attached hereto.

**SECTION 4: BIDDING, RATE RANGE LESS.** When, through the bidding procedure, an employee is awarded a job for which the maximum of the rate range is less than the maximum of the rate range for the permanent job classification from which he/she bid, or when an employee is placed, due to lack of work or funds, on such job, he/she shall continue to be paid the rate of pay he/she was receiving on the job from which he/she bid or was removed or the maximum of the rate range of the job onto which he/she was thus placed, whichever the lesser and thereafter shall be governed by the pay range increments set for such job in Appendix A attached hereto.

**SECTION 5: UNSATISFACTORY PERFORMANCE.** When an employee is removed from his/her job due to his/her inability to satisfactorily perform the duties thereof, such employee shall receive the rate of pay for the job to which he/she is thereafter assigned on the basis of the pay range step applicable to his/her total continuous length of service and thereafter, shall be governed by the pay range increments set for such job in Appendix A attached hereto.

**SECTION 6: RETIREMENT.** The Board agrees to pay the MPSERS required percentage of the employee's gross earnings to the State Retirement Fund.

**SECTION 7: HEALTH INSURANCE.** Employees shall be eligible for health insurance immediately upon employment. For all full-time employees, the Board shall make available health insurance through ASR or a comparable plan as is provided to Administrators. The Board will pay the published rate in effect towards the purchase of health insurance for a full twelve (12) month period for the employee and his/her dependents. Prescription drug coverage shall be

through ASR's \$5 generic/\$10 brand name co-payment rider. If, during the life of this Agreement, the Benton Harbor Area Schools Administrators Association switches to a health insurance carrier that is different from ASR, then the Secretarial Association shall have the option to switch from ASR to the same health insurance carrier as is applicable to the Administrators Association.

Upon ratification of this Agreement, eligible bargaining unit employees electing the health insurance option will have no contribution toward the premium cost of health insurance.

The Board shall provide a pre-tax premium payment plan to allow employees to pay contributions for health coverage with pre-tax dollars upon written authorization by the employee.

In the event two (2) or more members of the same family are employed by the Board and both or all are eligible for health insurance, or if an employee's spouse is employed by someone other than the Board and his/her employer provides comparable health insurance coverage for either single employee coverage or full-family coverage, then the Board shall be relieved of any liability for the purchase of health insurance for said employee. However, the eligible employee may elect one or more of the following plans for which the Board will contribute a certain amount per month toward the purchase thereof, provided the employee is normally scheduled to work and works at least fifteen (15) days per month:

- (a) Long Term Disability;
- (b) Accidental Death and Dismemberment;
- (c) \$10/\$20 Hospital Supplement;
- (d) Additional Life insurance;
- (e) Additional Dependent Life Insurance;
- (f) Loss of Time (Income Protection); and
- (g) Annuities to the extent allowed by tax rules and laws.

The Board of Education will contribute a dollar amount equal to the ASR single subscriber rate currently in effect on behalf of any employee who had already elected not to receive health insurance on or before the date of ratification of the 2003-2007 collective bargaining agreement. Any individual hired after the date of ratification of the 2003-2007 Agreement, or current employee who makes an election not to receive health insurance after the date of ratification of the 2003-2007 Agreement, will be subject to a contribution in lieu of health insurance limited to \$90 per month.

It shall be the responsibility of the employee to inform the Board of Education of his/her desire for coverage or any changes in his/her status that may affect his/her insurance status. For those employees who are laid off due to lack of work or on prolonged leaves of

absence, the Board will pay ninety (90%) percent of the subscription (Premium) rate for the employee's insurance coverage through the month following the month in which the start of such layoff or leave of absence began. In order for such employees to continue coverage beyond such time, they must make arrangement for the payment of the total premium or subscription rate for succeeding months, in which event coverage will be available to them to the extent permitted by the respective policies and/or certificates. In the event an employee resigns, retires or is terminated, the Board's liability for premium or subscription rates shall be automatically terminated.

**SECTION 8: DENTAL INSURANCE.** During the life of this Agreement the Board shall provide without cost to the eligible employee dental insurance through ASR.

**SECTION 9: VISION INSURANCE.** During the life of this Agreement, the Board shall provide vision insurance without cost to the employee for all employees and their eligible dependents.

**SECTION 10: LIFE INSURANCE.** During the life of this Agreement the Board shall provide without cost to the employee, a total of \$20,000 Term Life Insurance with \$20,000 Accidental Death and Dismemberment for each employee. For those employees who select health insurance the Board will provide a total of \$15,000 Term Life Insurance with \$15,000 Accidental Death and Dismemberment for each employee.

**SECTION 11: INSURABILITY.** It shall be the responsibility of the employee to meet the insurability requirements of the insurance carrier and to properly fill out all necessary forms that the insurance carrier may require. Failure of an employee to fill out the necessary insurance forms required by the carrier or to meet the carrier's insurability standards shall not be the responsibility of the Board.

## **ARTICLE XI - HOLIDAYS**

**SECTION 1: HOLIDAYS, PAID.** The following days shall be recognized as holiday time off with pay: Two (2) days at Christmas, two (2) days at New Year, Martin Luther King, Jr.'s birthday, President's Day, Good Friday, Memorial Day, Independence Day (if it falls within the employee's work year), Friday before Labor Day, Labor Day, Thanksgiving Day, and Friday following Thanksgiving Day. Eligible employees shall receive one (1) day's pay for each such holiday.

Notwithstanding the above, the employer shall have the right to require a secretary to work President's Day. Said employee(s) shall be entitled to an alternate day in lieu of President's Day. This day shall be taken before the end of the calendar year.

**SECTION 2: HOLIDAY ELIGIBILITY.** To be eligible to receive holiday pay hereunder, an employee must be a regular full-time or part-time employee and must have worked all the hours on the scheduled work day preceding the holiday and all the hours on the scheduled work day following the holiday, (1) unless such day or days occurred during the employee's regularly scheduled vacation period, or (2) unless such employee was excused in writing by the immediate supervisor for legitimate reasons from working part or all of the hours his/her department was scheduled to work on such days.

**SECTION 3: HOLIDAY PAY DEFINED.** One (1) day of holiday pay for employees shall be equivalent to the number of hours they regularly work in a regular work day, at the rate applicable to the employee's permanent job classification assignment at the time the holiday payment is made.

## **ARTICLE XII - VACATION**

**SECTION 1: VACATION.** The vacation schedule for twelve (12) month employees shall be granted in accordance with the following:

- (a) 0-2 years of service with the District — One (1) week of vacation with pay per year. Beginning with the effective date of this contract, employees who for the first time are covered by this provision of the contract shall earn vacation on a monthly prorated basis of 5/12 of a day per month. This shall be credited to the employee at the end of each month beginning with the month of hire. The employee must work at least ten (10) days in the month to qualify. Said employees shall not be able to take vacation leave until they have completed six (6) months of employment.
- (b) An employee who has completed two (2) but less than seven years of continuous service with the Board since his/her last hiring date shall receive two (2) weeks of vacation with pay.
- (c) An employee who has completed seven (7) but less than fifteen (15) years of continuous service with the Board since his/her last hiring date shall receive three (3) weeks of vacation with pay.
- (d) An employee who has completed fifteen (15) or more but less than twenty (20) years of continuous service with the Board since his/her last hiring date shall receive four (4) weeks of vacation with pay.
- (e) An employee who has completed twenty (20) or more years of continuous service with the Board since his/her last hiring date shall receive one (1) additional day for each continuous year of service up to a maximum of five (5) weeks.
- (f) At the sole discretion of the Employer, upon request by an employee who is entitled to additional days as set forth in subsection (e), may be allowed to work those additional vacation days as set forth in subsection (e) above and receive pay for same.

**SECTION 2: VACATION PAY DEFINED.** One (1) week of vacation pay for twelve (12) month employees shall equal forty (40) hours at the employee's straight time hourly rate. Two (2) weeks of vacation pay for twelve (12) month employees shall equal eighty (80) hours at the employee's straight time hourly rate, and three (3) weeks of vacation pay for twelve (12) month employees shall equal one-hundred twenty (120) hours at the employee's straight time hourly rate. Full-time employees who work less than a regular eight (8) hour day shall receive vacation pay on a pro-rata basis in relation to the number of hours they regularly work.

**SECTION 3: VACATION ELIGIBILITY.** To be eligible to receive vacation time off with pay an employee must be a twelve (12) month employee. Wherever the words are used in the Article, “years of continuous service with the Board” shall be defined “seniority date”. Pay for work, in lieu of vacation by twelve (12) month employees may be authorized only upon written approval of the Superintendent.

**SECTION 4: VACATION REQUEST.** An eligible employee may take his/her vacation at any time following his/her seniority date for which the vacation was earned, provided in the judgment of his/her immediate supervisor, he/she can be spared from work at the time of his/her choice. Requests for vacation time off must be made at least thirty (30) days in advance of the start of such vacation unless otherwise approved by his/her immediate supervisor. Vacation days shall not be cumulative year to year, except in unusual conditions or circumstances. A provision for accumulation of vacation from year to year shall be reduced to writing and signed by the employee’s immediate supervisor.

**SECTION 5: PAYMENT IN LIEU OF VACATION.** Employees who were hired prior to January 1, 2002 and work less than twelve (12) months shall receive pay in lieu of vacation. After an employee has completed his/her probationary period, but less than two (2) years of continuous service, he/she shall receive three (3%) percent of his/her gross earnings, five (5%) percent of his/her gross earnings upon the completion of two (2) years of continuous service, and seven (7%) percent of his/her gross earnings upon completion of ten (10) years of continuous service.

**SECTION 6: VACATION ELIGIBILITY AFTER TERMINATION.** If an employee, who is otherwise eligible for a vacation with pay, resigns, retires, dies, or is discharged on or after his/her seniority date upon which he/she qualified for such vacation with pay without having received the same, such employee or his/her designated beneficiary will receive, along with the final paycheck, the vacation pay for which he/she qualified as of such seniority date. If an employee is discharged prior to his/her seniority date upon which he/she would have qualified for vacation with pay, he/she will not be entitled to any portion of the vacation pay for which he/she would have qualified on such date. Employees who retire under the State Retirement Fund and those employees who resign or die prior to their anniversary date will receive their pro-rata vacation pay along with their final paycheck.

### **ARTICLE XIII - PROFESSIONAL BEHAVIOR**

**SECTION 1: PROFESSIONAL BEHAVIOR.** If, at any time, the quality of work of an employee shall be deemed unsatisfactory, any disciplinary action taken against the employee shall be in accordance with the disciplinary policy of the Benton Harbor Area Schools Board of Education. Said policy shall be that policy outlining progressive corrective discipline adopted March 1967, revised August 1991.

- (a) No secretary shall be subject to any disciplinary action without Association representation, if the employee so desires. The Board shall notify the secretary of the aforementioned right.

- (b) An employee's seniority and employment shall terminate if he/she is absent for two (2) regularly scheduled working days without notifying his/her immediate supervisor prior to or within such two (2) day period of a justifiable reason for such absence, if reasonably possible.

**SECTION 2: JUST CAUSE.** No employee shall be disciplined (including warnings, reprimands suspension, demotions, discharges, or other actions of a disciplinary nature), without just cause. Any discipline shall be subject to the grievance procedure hereinafter set forth, including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

**SECTION 3: RULES OF CONDUCT.** Reasonable rules of conduct shall be established by the Board and a copy of such rules and disciplinary policy shall be furnished to each employee.

- (a) The Board shall have the right to make such additional reasonable rules, regulations, and disciplinary policy not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations and after advance notice to the Association and the employees to require compliance therewith.
- (b) Every employee shall faithfully observe all safety rules and shall use such safety devices and/or equipment as is required thereby. Any infraction of any safety rule or failure to use such safety device or equipment shall subject the employee to disciplinary action, and in case of flagrant or serious violation, to dismissal.

**SECTION 4: EVALUATIONS.** All employees shall be evaluated at least once a year on or before June 1, by the administrative supervisor or designee so long as the evaluator is familiar with the evaluatee's work. Employees shall have the right to attach a written response to an evaluation should they choose to do so.

#### **ARTICLE XIV - CONTINUING EDUCATION AND IN-SERVICE**

**SECTION 1: CONTINUING EDUCATION.** It is recognized by and between the parties hereto that employee participation in continuing education programs directly related to their work and Service programs conducted by the Board are of importance to the development of the employee's skills and efficiency. Therefore, the Administrative staff will endeavor to assist in the planning and conducting of inservice programs and the Association will encourage their members to participate in all available continuing education and inservice programs.

**SECTION 2: REIMBURSEMENT FOR APPROVED WORKSHOPS, CLASSES, AND CONFERENCES.** The Board shall reimburse employees for all approved, reasonable and necessary expenses incurred by an employee to attend workshops, classes, and conferences which are approved by the Board.

**SECTION 3: PAY FOR WORKSHOPS, CLASSES, AND CONFERENCES.** An employee shall suffer no loss of pay while attending workshops, classes, and conferences which are approved by the Board.

## ARTICLE XV - MISCELLANEOUS

**SECTION 1: MEDICAL PROCEDURES.** All employees shall have tests or examinations as may be required by law at the employer's expense.

**SECTION 2: NEW BARGAINING UNIT POSITION.** If, during the life of this Agreement, a new bargaining unit job is created or an existing secretarial job is substantially changed, the Board shall establish the job duties and rate range applicable thereto and shall promptly notify the Association of its decision. If the Association believes the rate range thus set is inadequate in terms of established rate ranges for other secretarial jobs covered by this Agreement, the Association shall have the right, within fifteen (15) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the aforementioned job. If negotiations have not been initiated during said fifteen (15) calendar days' period, the rate range so assigned shall become permanent. In the event the parties cannot agree to the appropriate rate, the issue shall be subject to the grievance procedure commencing with the Third Step thereof.

**SECTION 3: COPIES OF AGREEMENT.** The Employer agrees to print, at its own expense, a sufficient number of copies of this Agreement for bargaining unit members plus fifteen (15) additional copies for Association use.

**SECTION 4: ALCOHOL AND DRUG POLICY.** In an effort to improve safety and health, including elimination of the presence and influence of illegal substances and alcohol from the workplace, all bargaining unit members who possess alcohol or drugs on the jobsite, except for medication prescribed by the employee's physician or over-the-counter medication, and employees under the influence of alcohol and/or drugs during working hours shall be subject to disciplinary action, up to and including discharge, in accordance with the rules and regulations as established by the Employer.

All bargaining unit members shall be subject to ongoing drug and alcohol screening tests. These chemical tests may be at random or may be implemented individually based upon the Employer's reasonable suspicion that an employee is under the influence of drugs and/or alcohol during working hours. All random testing shall be done on a designated group or on a bargaining unit wide basis. All drug and/or alcohol screening tests shall be conducted by a physician or health care professional. Such testing shall be in accordance with accepted standards of conduct within the medical industry. In the event a preliminary test is positive for the presence of drugs and/or alcohol, a confirming test by an alternate scientific method shall be conducted. In the event the confirming test is positive, or in the event an employee refuses to submit to the Association may be disciplined or discharged in the sole discretion of the Board.

**SECTION 5: MUTUAL CONCERNS COMMITTEE.** The parties have established a Mutual Concerns Committee so as to ensure adequate and timely communication between the parties regarding the day-to-day implementation of District policies and procedures.

Meetings of the Mutual Concerns Committee shall take place as needed. The Association shall be represented by two (2) members of its choosing and the District shall be represented by two (2) members of its choosing.



Both the Association and the Administration shall submit to each other topics they desire to address in such meetings at least forty-eight (48) hours in advance. However, it is understood by both parties that issues of an emergency nature may also be addressed during such meetings.

**SECTION 6: FLEXIBLE SPENDING ACCOUNT.** The Board shall provide a pre-tax flexible spending plan to allow eligible bargaining unit members to pay contributions for child care expenses, excess medical expenses, and other payments allowed by law with pre-tax dollars in accordance with applicable laws and/or regulations and upon receiving a valid written authorization from each eligible bargaining unit member.

**ARTICLE XVI - DURATION**

**THIS AGREEMENT** shall become effective as of the 8th day of June, 2009, and the terms and provisions thereof shall remain in full force and effect until 12:01 a.m. on the 30th day of June, 2011.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in Benton Harbor, Michigan, on the 8th day of June, 2009.

BENTON HARBOR SECRETARIAL  
ASSOCIATION/MEA/NEA

BENTON HARBOR AREA SCHOOLS  
BOARD OF EDUCATION

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**APPENDIX A**

**CLASSIFICATION INDEX**

1. The following pay grades, classifications and positions are those in effect as of the date this agreement was ratified by both parties:

<b>PAY GRADE</b>	<b>CLASSIFICATION</b>	<b>POSITIONS</b>
A	Office Assistant I	Health Services* Switchboard* Warehouse*
		BHHS - Assistant Principal Attendance Guidance JROTC Main Office PAC/Library
B	School Secretary	Board Secretary Boynton Montessori Calvin Britain Creative Arts/G&T Academy Fair Plain Middle School Fair Plain East Fair Plain Northeast MLK Futures Academy Hull Middle School McCord Middle School Martindale Morton Pipestone Pre School Sorter Special Education Sterne Brunson Teacher Resources Tech Center Technology
C	Office Assistant II	Accounting Athletic Department BHHS - Finance Public Services

PAY GRADE	CLASSIFICATION	POSITIONS
		Main Office Registrar Child Accounting Custodial Elementary Education Food Service Maintenance Operations Purchasing Secondary Education Transportation
D	Accounting Assistant	Accounts Payable Payroll

\*The individuals currently in these positions will be paid (“red-circled”) at the B pay grade rates during the time they remain in their current positions. Individual(s) who are awarded a vacant posting to these positions after the date this agreement has been ratified by both parties shall be paid at the A pay grade rates.

2. The classification description for each classification in Section 1 above shall continue in effect unless the Board changes the job content (requirements of the job as to training, skill, responsibility, duties or working conditions).

**APPENDIX A**  
**WAGE SCHEDULE**

2008-2009												
Pay Grade	Start	60 Days	1	2	3	4	5	6	7	8	9	10
A	9.85	10.04	10.23	10.43	10.64	10.86	11.08	11.29	11.51	11.75	12.01	12.24
B	10.31	10.51	10.74	10.96	11.18	11.38	11.61	11.86	12.10	12.33	12.58	12.85
C	10.84	11.06	11.27	11.49	11.74	11.98	12.21	12.44	12.69	12.95	13.21	13.47
D	11.38	11.61	11.86	12.09	12.33	12.56	12.84	13.09	13.35	13.61	13.89	14.17

2009-2010												
Pay Grade	Start	60 Days	1	2	3	4	5	6	7	8	9	10
A	9.75	9.94	10.13	10.33	10.53	10.75	10.97	11.18	11.40	11.63	11.89	12.12
B	10.21	10.41	10.63	10.85	11.07	11.27	11.49	11.74	11.98	12.21	12.45	12.72
C	10.73	10.95	11.16	11.38	11.62	11.86	12.09	12.32	12.56	12.82	13.08	13.34
D	11.27	11.46	11.74	11.97	12.21	12.44	12.71	12.96	13.22	13.47	13.75	14.03

2010-2011												
Pay Grade	Start	60 Days	1	2	3	4	5	6	7	8	9	10
A	9.75	9.94	10.13	10.33	10.53	10.75	10.97	11.18	11.40	11.63	11.89	12.12
B	10.21	10.41	10.63	10.85	11.07	11.27	11.49	11.74	11.98	12.21	12.45	12.72
C	10.73	10.95	11.16	11.38	11.62	11.86	12.09	12.32	12.56	12.82	13.08	13.34
D	11.27	11.46	11.74	11.97	12.21	12.44	12.71	12.96	13.22	13.47	13.75	14.03

All step advancements shall occur on July 1 of each year. To achieve a step advancement, an employee shall have been employed prior to January 1 of the school year.

**LETTER OF UNDERSTANDING**

This Letter of Understanding shall serve to confirm the understanding between parties to the Labor Agreement, 1994-97, namely the Benton Harbor Area Schools referred to as the "Employer" and the Benton Harbor Secretarial Association/MEA/NEA, referred to as the "Association", that Article XII, Section 7, entitles "Excluded Positions", shall be as follows:

It is understood that the Association recognizes that the employer shall designate five (5) excluded secretary positions. For the 1994-97 school year, and for subsequent school years until mutually agreed by both parties, the excluded positions shall be, Secretary to the Superintendent, Secretary to the Assistant Superintendent for Business and Finance, and three (3) Secretaries to the Assistant Superintendent for Personnel.

It is further agreed by the parties that the above named secretarial positions are exclusions in the Labor Agreement in the Recognition Clause, Article I, Section 1.

This Letter of Understanding is executed the 13th day of September, 1994.

For the District

For the Association

\_\_\_\_\_  
Dr. Sherwin A. Allen  
Superintendent

\_\_\_\_\_  
Laura Montey  
Association President

## **STATEMENT OF ASSURANCES**

It is the policy of the Benton Harbor Area Schools District not to discriminate on the basis of race, religion, national origin, sex, age, marital status, height, weight, or handicap in its employment practice as well as in its educational program, activities, and services. The Board reaffirms its policy to comply with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Elliott-Larsen Civil Rights Act, and all other applicable federal and state laws and regulations prohibiting discrimination.

## **NOTICE TO APPLICANTS WITH DISABILITIES**

The employer will make reasonable accommodations for employees with disabilities. However, any person seeking such accommodation must do so within 182 days of the time he/she becomes aware of that need.

**BENTON HARBOR AREA SCHOOLS**  
823 Riverview Drive  
PO Box 1107  
Benton Harbor, Michigan 49023-1107  
(269) 605-1000