

**MASTER CONTRACT AGREEMENT**

**Between The**

**ATHERTON SECRETARIES' ASSOCIATION**

**And the**

**ATHERTON BOARD OF EDUCATION**

**JULY 1, 2008 THROUGH JUNE 30, 2011**

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ARTICLE I  
Recognition

A. The Board recognizes the Association as the exclusive bargaining representative of all secretarial personnel, but excluding:

- Central Office Manager
  - Receptionist/Curriculum Director's Secretary
  - Executive Secretary
  - Bookkeeper
  - Substitutes
  - Purchasing Agent
  - Part-time secretaries\*
  - Aides
- and all other employees

\*Part-time secretaries (Those who work less than 40 hours per week.)

B. The term secretaries, when used hereinafter in this Agreement, shall refer to employees within the bargaining unit. Secretaries on leave shall be included in this Agreement.

ARTICLE II  
Board Rights

A. The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this contract. This contract shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operation, and to direct the working forces and affairs of the employer, but not in conflict with the specific provisions of this contract.
2. The right to direct the working forces, including the right to hire, evaluate, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees, but not in conflict with the specific provisions of this contract.
3. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, and the institution of new and/or improved methods or changes therein, but not in conflict with the specific provisions of this contract.
4. Adopt rules and regulations, but not in conflict with the specific provisions of this contract.
5. Determine the qualifications of employees, but not in conflict with the specific provisions of this contract.
6. Determine the location or relocation of its facilities, including the establishment or

relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions, or subdivisions, building or other facilities, but not in conflict with the specific provisions of this contract.

7. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies, but not in conflict with the specific provisions of this contract.
8. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations, but not in conflict with the specific provisions of this contract.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, but not in conflict with the specific provisions of this contract.
10. Determine the policy affecting the selection of employees, but not in conflict with the specific provisions of this contract.
11. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

B. Waiver: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the District, and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

C. Entire Agreement: This contract constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of the contract. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the District and the Association. The waiver or breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

D. Severability: If any provisions of the Agreement, or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. The parties shall meet and attempt to negotiate that portion of the contract that is unenforceable.

ARTICLE III

Upon approval of the superintendent, the Association may use school equipment, and school facilities. The Association shall reimburse the school district for costs incurred in the use of the equipment, facilities, or supplies.

ARTICLE IV

## Membership and Professional Fees

Secretaries may at any time sign and deliver to the bookkeeper and the Treasurer of the Association an assignment authorizing deduction of continuing membership for professional dues. Such authorization shall continue in effect unless such authorization is formally revoked in writing by the secretary and copies thereof delivered to the Treasurer and to the bookkeeper.

ARTICLE V

## Leave Pay

A. At the beginning of each school year each secretary will be credited with twelve (12) days of leave, the unused portion of which shall accumulate from year to year, not to exceed sixty-five (65) days. The leave days may be taken by a secretary for the following reasons and subject to the following conditions.

1. Personal illness or disability, the secretary may use all or any portion of the leave to recover from the secretary's own illness or disability, which shall include childbirth and complications of pregnancy. In case of excessive absences, the Board of Education shall have the right to have an examination by an agreed to physician.
2. Death in the immediate family which includes parents, spouse, parents of spouse, brothers, sisters, children, grandparents, and grandchildren. The Board is to have discretionary authority in unusual cases.
3. Upon retirement unused Sick Days will be paid at \$25.00 per day to a maximum of up to 65 days.
4. At the discretion of the Board, leave days may be used for illness in the immediate family. Requests for said use of leave days must be to the superintendent. For purposes of this section, immediate family shall be defined as spouse, parents and children. Exceptions to to this definition may be made by the Board on a case by case basis.

B. Two (2) days per year personal leave may be granted by obtaining written approval of the building principal. Personal leave may be granted for ½ days. Personal days are not accumulative, however, they will not be deducted from sick leave. Unused personal days will be added to the secretaries sick days each year.

C. A secretary who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year upon written request by the secretary. For eligible employees the Board will also provide long-term disability (66-2/3% salary after ninety (90) calendar days continuous absence, with maximum of \$4,000.00 per month.

D. A secretary called for jury duty shall be compensated for the difference between secretarial pay and the pay received for the performance of such obligation.

E. A secretary subpoenaed to give testimony as a witness before any judicial or administrative tribunal, or is a participant in a mediation, fact-finding or arbitration proceeding shall be compensated for the difference between the secretarial pay and the pay received for the performance of such obligation.

## ARTICLE VI Leaves of Absence

### Requests and Conditions for Leaves:

Employees may submit a written request for a leave of absence. The request shall specify the following particulars of the leave:

- a. Purpose
- b. Length
- c. Compensation, if any
- d. Fringe benefits, if any
- e. Incremental accrual, if any
- f. Return right to either:
  1. First vacancy
  2. Same position
  3. Any position at the discretion of employer
- g. Seniority accrual, if any

If the leave is granted, the employer shall specify, in writing, the terms. Any term not specified in the employer's response is rejected. Examples of such leaves would be as follows: personal hardship, professional leaves, educational leaves, child care leaves and long term leaves.

## ARTICLE VII General Requirements for Employment

A. Training: The employee shall have such training and skills that may be required to carry out the requirements of the job.

B. Experience: Experience shall be a pre-requisite for employment unless in the opinion of the Superintendent, it is beneficial to waive this requirement.

## ARTICLE VIII Medical Examinations

A. Each employee shall be required to submit a health certificate, issued by a licensed physician, at the time of employment.

B. Each employee may have the pre-employment examination without cost by the school doctor, or by their own private physician without cost to the district.

ARTICLE IX  
Transfers and Vacancies

- A. The following factors shall be considered in the transfer of secretarial-clerical members.
1. All full time secretarial vacancies and newly created positions in the system shall be posted a minimum of five (5) days in each building and the Superintendent's Office. All employees must submit a written application.
  2. When transfers are to be made, the person or persons involved shall be interviewed by the superintendent and the reasons for the proposed transfer shall be reviewed.
  3. In a reduction of force, employees will be laid off in line with their classification. There are two classifications of employees: those who work twelve (12) months per year and those who work eleven (11) months per year. Layoffs would begin with those with the lowest seniority in an 11 month classification. The laying-off procedure beginning with those with the 11 month classification applies to new employees to the district only. Employees will be rehired in line with their classification seniority in reverse order of their layoffs. Employee shall receive two (2) weeks notification of such layoff.
  4. In the event two (2) or more secretaries are hired on the same date, seniority will be determined by lottery. The lottery will consist of a blind draw of the employees' names.

ARTICLE X  
Miscellaneous

WORK WEEK:

A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated with 1-1/2 time off at a later date, within a reasonable time period, or time and one-half overtime pay, at the employer's option.

B. Secretarial-Clerical personnel shall be responsible first to the person to whom they are assigned to work.

UPGRADE OF SKILLS:

A. If the employer requires secretaries to attend workshops or classes to upgrade their skills in order to maintain their position, the Board of Education will pay the costs of those classes. All such classes are subject to the approval of the Board of Education.

RETIREMENT:

A. As a participant in the Michigan Public School Employees Retirement Fund, each secretary shall be eligible for retirement according to the basis of the law.

SNOW DAYS:

On days when school is closed due to inclement weather secretaries who report before 9:00 A.M. shall receive a compensatory day.

#### EVALUATION:

A probationary secretary shall receive three (3) written evaluations within the first year of employment in four (4) month increments. Non-probationary secretaries will have written yearly evaluations.

### ARTICLE XI Grievance Procedures

#### Definitions:

A. A grievance shall mean a complaint by a secretary, or group of secretaries, alleging that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

B. "Days" means "work days" as specified in the Grievance Procedures.

C. The term "grievance" shall not apply to:

1. Any matter for which another remedial procedure is prescribed by law or any rule or regulation of any state administrative agency.
2. The termination of services of or failure to re-employ any probationary secretary. The probationary period shall be his/her first year as a secretary in the Atherton School District.
3. Any matter involving secretary evaluation (this shall not limit the secretary's right to attach rebuttal statements to his/her evaluation.)

#### Written Grievances:

- A. It shall be signed by the grievant or grievants.
- B. It shall be specific.
- C. It shall contain a synopsis of the facts giving rise to the alleged violation.
- D. It shall cite the section or subsections of this contract alleged to have been violated.
- E. It shall contain the date of the alleged violation.
- F. It shall specify the relief requested.

#### Procedures:

A. Level One: A secretary alleging a violation of the express provisions of this contract shall, within five (5) days of its alleged occurrence, or if it involves a dispute over a pay period, within ten (10) days of the end of the pay period, orally discuss the grievance with the superintendent or designee in attempt to resolve same.



B. Level Two: A copy of the written grievance shall be filed with the superintendent with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the superintendent shall arrange a meeting with the grievant and/or his designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the superintendent shall render his decision, in writing, transmitting a copy of the same to the grievant and the Association.

If no decision is rendered within five (5) days, or the decision is unsatisfactory to the grievant or the Association, the grievant or the Association may appeal same to the Board of Education by filing a written grievance along with the decision of the superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meetings. The Board shall schedule a meeting to hear the matter not more than thirty days from the appeal.

C. Level Three: Upon proper application as specified in Level Two, the Board shall allow the secretary or the Association an opportunity to be heard at the meeting for which the grievance was scheduled. Within five (5) days from the hearing of the grievance, the Board shall render its decision in writing.

Miscellaneous:

- A. Any grievance which arose prior to the effective date of the Agreement shall not be processed.
- B. The failure of an aggrieved person to proceed from one step of the Grievance Procedure to the next step within the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- C. Any party of interest may be represented at all meetings and hearings at any level of the grievance by another building secretary or a representative of the Association or legal representative.
- D. A grievance may be withdrawn at any step without prejudice.
- E. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- F. The Association is not prohibited from processing a grievance in behalf of an employee or group of employees, but the grievance must be signed by the affected employee.
- G. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee leave the employ of the Board, all further proceedings on a previously instituted grievance shall be continued by the Association.
- H. Any withholding of services or work stoppage authorized by the Association while grievance procedures are in the process, shall constitute the basis of immediate discontinuation of the grievance process for the duration of this Agreement.
- I. No reprisals of any kind shall be taken by or against a building secretary participant in the grievance procedure for reason of such participation.

- J. All supportive documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- K. It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with assigned duties provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a building secretary, Association president, or the Association president's designee participating in any step of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

ARTICLE XII  
No Strike Clause

Section 1 - The Association agrees that it or the employee shall not authorize, sanction, cause, condone, engage in or acquiesce in any strike. Strike shall be defined to include by way of illustration but not limitation; slowdowns, stoppages, sit-ins, picketing, boycotts, work stoppage of any kind, the concerted failure to report for duty, the blue flu, the willful absence from one's position, the stoppage of work, or abstinence in whole or in part from the full, faithful, and proper performance of one's assigned duties, or the improper influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the employer.

Section 2 - Any violation of this Article shall mean that the Association and/or employees involved may be held liable for any and all damages, injuries, or expenses incurred or suffered by the District. Further, any employees involved may be subject to disciplinary action without recourse to the grievance procedure.

Section 3 - No employee shall willfully absent herself/himself from her/his position, abstain from the faithful performance of her/his duties, interfere with the rights, and the privileges or obligations of employment, nor resort to a strike, tie-up or slowdown as set forth in this Article above.

Section 4 - The employer shall have the right to take whatever disciplinary action it may deem necessary toward any employees for taking part in any violation of this article with no recourse to the grievance procedure.

Section 5 - The Association agrees that it will neither take nor threaten to take reprisals, directly or indirectly, against any supervisory or administrative personnel or board members of the district regarding the administration of this contract or any grievance filed thereunder.

Section 6 - Violation of this Article by any employee or group of employees will constitute cause for the imposition of discipline or other penalties deemed appropriate by the board. The Board of Education, in the event of violation of this Article, will have the right in addition to the foregoing and any other remedies available at law to demand injunctive relief and damages against the Association. Further, any employee involved may be subject to disciplinary action without recourse to the grievance procedure.

Section 7 - In the event of any such violation of this Article, the Association shall endeavor to return the employees to work as expediently and quickly as possible by:

1. The Association will take prompt, affirmative action to prevent strikes and picketing or any other action as described by notifying the employees and public that the Association disavows their actions.
2. Deliver immediately to the Board a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and mail a certified copy to all members of the bargaining unit within 24 hours.
3. The association shall deliver a copy of said notice to the news media.
4. Refrain from giving any aid, encouragement, or support, of any sort whatever to members who are violating the provision of this section.
5. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

Section 8 - In the event the Association does not adhere to or abide by this provision, it shall be liable in its own name and individually for any and all damages, injuries, and costs incurred by the District as well as causing this total Master Agreement to become null and void.

### ARTICLE XIII

#### Vacations

A. Vacations will be granted to full-time employees on a pro-rata basis subject to the following eligibility rules:

1. Vacations will normally be taken during the summer months and an employee's vacation schedule must have the approval of the employee's Department Head.

Employees will be allowed a block segment during the school year or in any form during the summer. If two or more employees make simultaneous requests for the same vacation time, seniority shall prevail.

2. Employees on probation shall not be entitled to any vacation.
3. All vacation will be calculated based on a July 1 effective date. Full-time employees are entitled to two calendar weeks of vacation leave after completion of each year. After seven (7) years, the vacation leave will be increased to three (3) weeks and after thirteen (13) years to four (4) weeks. Individuals hired during the year will earn five/sixths of a day each month through the following June 30 which may not be used until the completion of six months of employment. For purposes of vacation accrual, years shall begin being counted the July 1 after the date of hire.
4. An employee shall not accumulate vacation credits when on an unpaid leave of absence when he/she is not accumulating seniority.

- 5. If an employee is on a vacation on any of the holidays provided for in this Agreement, he/she shall be entitled to an additional day off with pay for the holiday in connection with his/her vacation or he/she shall receive an additional day's pay for the holiday at the discretion of the Board or its designated representative.
  
- 6. An employee shall be entitled to receive a pro-rata portion of his/her unused vacation credit upon termination of employment with the Board, providing he/she has worked at least six months of the current vacation credit period. Those employees discharged shall not qualify for this section. The computation date is July 1.
  
- 7. During the month of July, a non-probationary secretarial employee, may utilize the option of using accumulated vacation days or request unpaid leave day (dock days) up to five (5) days, subject to approval of the immediate supervisor and superintendent of schools.

ARTICLE XIV  
Holidays

Secretaries will be eligible for holiday pay providing they work their last scheduled work shift in full prior to, and their next scheduled work shift in full after such holidays. To be eligible for holiday pay an employee must be a permanent employee as of the date of the holiday.

Eleven month secretaries shall receive the following holidays:

- One (1) President's Day
- Memorial Day
- Labor Day
- Good Friday
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Vacation (7 days)

Twelve (12) month secretaries shall receive the following holidays:

- One (1) President's Day
- Memorial Day
- Fourth of July (5 days)
- Labor Day
- Good Friday
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Vacation (7 days)

ARTICLE XV  
Insurances

A. Health Insurances:

Beginning July 5, 1995, the Atherton Board of Education will pay up to the following for health care premiums. Secretaries will be responsible for 50% for all health care premiums above the



Employees must work at least forty (40) hours per week on a regular basis to be eligible for any group insurance coverage. (By way of illustration, health care, dental, life insurance and long-term disability.)

**SECTION 125 CASH OPTION**

The Atherton Board of Education shall provide a cash option in lieu of health benefits (the "Cash Payment"). The Board shall develop and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code (the "Plan").

The amount of the Cash Payment received shall be applied by the bargaining unit member to a Tax-Deferred Annuity. The Cash Payment amount shall be \$130/month paid monthly into the Board approved carrier of the member's choice. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

The Board and the Employee shall be responsible for paying their respective FICA taxes on the Cash Payment amount applied to a Tax-Deferred Annuity.

The Plan will become effective October 1, 1996. Benefits currently being provided to bargaining unit member employees shall continue as contained in the Collective Bargaining Agreement, up to and after the effective date of the Plan. Should the parties negotiate changes in the Collective Bargaining Agreement after the effective date of the Plan, the Plan document shall be amended to reflect these changes.

All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

ARTICLE XVI

**SALARY SCHEDULE**

Retroactive to July 1, 2007

		<u>2007-2008</u>		
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$14.06	\$14.16	\$14.45	\$14.63	\$14.88

		<u>2008-2009</u>		
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$14.34	\$14.44	\$14.74	\$14.92	\$15.18

		<u>2009-2010</u>		
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$14.48	\$14.59	\$14.89	\$15.07	\$15.33

2010-2011

Wage Opener

All steps represent one year of employment in the Atherton Schools.

ARTICLE XVII  
Duration of Agreement

This agreement shall be effective from July 1, 2008, through June 30, 2011. This contract may only be extended by written agreement between the Employer and the Association.

ATHERTON SECRETARIES' ASSOCIATION

*Amelia Lopez*  
*Royan N. Soltau*  
*Debra West*  
*Maria Stiggett*  
*Jennifer Huff*

BOARD OF EDUCATION

*Paul Lahn*  
*Paul K. Hildreth*  
*Bette Bugh*  
*Scott Hill*  
*Paul Ehr*  
*Bob Denton*