

AGREEMENT  
BETWEEN  
SOUTHFIELD BOARD OF EDUCATION  
AND  
EDUCATIONAL SECRETARIES OF SOUTHFIELD

July 1, 2011 ~ June 30, 2014

Southfield Public Schools  
Southfield Board of Education  
John W. English Administrative Center  
24661 Lahser Road  
Southfield, Michigan 48033  
(248) 746-8500



EDUCATIONAL SECRETARIES OF SOUTHFIELD  
Southfield Coordinating Council/MEA  
17500 W. 11 Mile, Suite 200  
Lathrup Village, Michigan 48076  
(248) 559-9725

## TABLE OF CONTENTS

Preamble.....1

Purpose and Intent.....1

### Articles

I	Recognition.....	1
II	Agency Shop.....	2
III	Rights and Responsibilities of the Association.....	4
IV	Rights and Responsibilities of the Board.....	5
V	Grievance Procedure.....	6
VI	Assignment, Vacancy, Transfer, Promotion, and Probationary Period.....	8
VII	Reduction in Personnel.....	12
VIII	Subcontracting and Technological Changes.....	16
IX	Resignation and Retirement.....	14
X	Discipline, Demotion and Discharge.....	14
XI	Protection of Secretaries.....	15
XII	Workers' Compensation.....	17
XIII	Working Conditions.....	18
XIV	Working Hours.....	19
XV	Holidays.....	21
XVI	Paid Leave Days.....	22
XVII	Unpaid Leave Days.....	24
XVIII	Attendance Procedures.....	26
XIX	Insurance.....	26
XX	Evaluation.....	29
XXI	District Implementation Meeting.....	30
XXII	Miscellaneous Provisions.....	31
XXIII	Negotiations.....	31
XXIV	Payroll Deductions and Procedures.....	32
XXV	Longevity.....	33
XXVI	Conclusion and Duration.....	34

### Appendices

A	Classifications.....	33
B	Wage Schedules.....	34

Signature Page.....35

## **PREAMBLE**

This agreement is entered into on the 1st day of July, 2011, by and between the Board of Education and the Educational Secretaries of Southfield (ESOS), affiliated with the Michigan Education Association, hereinafter referred to as the "Association" or "ESOS."

## **PURPOSE AND INTENT**

It is agreed by all parties that providing a high quality education for the children of the Southfield Public Schools is the paramount aim of this School District. The Board, Administrative staff, and the Association employees have definite responsibilities in providing such services and education. We hereby declare:

WHEREAS, the Board and Association have a statutory obligation to bargain, one with the other, as representatives of the public and members of the bargaining unit, with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate negotiations have reached certain understandings which they desire to put into the form of an Agreement, and

Therefore, it is agreed as follows:

## **ARTICLE I – RECOGNITION**

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 336, Public Acts of 1937 as amended, for all regular school building secretarial personnel employed by the Board of Education excluding the following: Secretary to the Board of Education, Secretary to the Superintendent, Secretary to the Deputy Superintendent, Secretaries to the Associate Superintendents, Office Staff and Assistants in all Administrative Offices, including, but not limited to all staff in: Human Resources and Labor Relations; Administration Building Switchboard Operations; Businesses, Budget and Finance, Accounting and Payroll; Purchasing; Buildings and Grounds; Support Services; Community Use.
- B. The term "secretary" shall include bargaining unit clericals, when used hereinafter in this Agreement. The "Board" or "employer" when used hereinafter shall refer to the Board of Education. The Superintendent and other Central Office administrators, principals, assistant principals, and all other supervisory personnel are considered agents of the Board within the meaning of Act 379.
- C. Nothing contained herein shall be construed to deny or restrict any rights a secretary may have under the Michigan Revised School Code, applicable civil service laws and regulations, and State and Federal Constitutions. The rights granted to secretaries hereunder shall be deemed to be in addition to those provided elsewhere.

## ARTICLE II – AGENCY SHOP

- A. Employees covered by this Agreement shall maintain membership in the Association during the term of this Agreement or pay a service fee to the Association.
- B. Employees who do not wish to be members of the Association shall sign and deliver, to the Board, written authorization for the deduction of a service charge constituting no more than the total dues payable by members.
- C. The Board shall deduct dues, or service charges, from any employee from whom they have written authorization. The Association shall submit to the Board by July 1 of each year or within thirty (30) calendar days of the effective date of this Agreement, a list of active members of the Association.
- D. The authorized deduction of dues and service charges shall be made from a regular paycheck twice a month for a period of ten (10) months. The Board agrees to remit to the Association all monies so deducted, accompanied by a list of employees from whom deductions have been made, within ten (10) workdays. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or on any other situation where a refund is demanded, said refunds are not the responsibility of the Board.
- E. A secretary may arrange to have his/her annual dues or service charge paid in one lump sum, directly to the Association Treasurer, before September 1 of each year.
- F. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "policy regarding objections to political ideological expenditures" and the administrative adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paycheck of each bargaining unit member.

Pursuant to *Chicago Teachers Union v Hudson*, 106 S CT 1066 (1986), the union has established a "policy regarding objections to political ideological expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to nonunion secretaries. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting bargaining unit member concerning the application and interpretation of this

Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel, provided:

1. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witness, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and save the employer from any and all claims, demands, suits, damages, costs, or other forms of liability of whatsoever kind imposed by a judgment of a court or administrative agency as a direct consequence of the employer's compliance with this.

Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments, and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, by-laws, and administrative procedures. Pursuant to such authorization, the employer shall deduct one-tenth of such dues, assessments, and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with the required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

The Association will continue to admit all eligible employees to membership and will represent these employees without discrimination by reason of race, creed, color, national origin, age, sex, marital status, or physical impairment. Further, the Association will continue to recognize full citizenship rights of the members of the bargaining unit.

- G. The parties agree to the following terms and procedures in connection with percentage dues:

1. The Southfield Board of Education annually shall provide the association with a complete list of, each member's position requisition or a printout including information from each member's requisition that includes each employee's job/assignment title and routinely scheduled working hours excluding hours for extra or co-curricular duties, overtime and/or hours resulting from special assigned projects beyond the work hours attributable to each member's position, and the employee's hourly wage rate for the concluding school year.
2. The Board agrees to supply the association the lists and records identified in item 1 above by not later than August 1 of each year, unless otherwise mutually agreed to.
3. The Association agrees to process the employee information in a timely manner by applying the appropriate MEA percentage dues formula and return to the school district no later than August 15, a listing of all unit members and the specific dues amount to be deducted in accordance with the payroll deduction schedule for dues.
4. The Board agrees to supply this same information regarding all new hires in the unit within two weeks of initial employment. The Association agrees to return to the District the specific dues amount to be payroll deducted within two weeks of receipt of the new hire information from the district.

### **ARTICLE III – RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION**

- A. The Association and its members shall have the right to use school buildings, equipment, and facilities at all reasonable hours for Association business subject to the existing or amended rules and regulations governing the use of school buildings and facilities.
- B. Duly authorized representatives of the Association 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.
- C. The Board shall furnish to the Association, upon its request, information and materials necessary for the Association to investigate or process a complaint or grievance and to negotiate successor Agreements.

### **ARTICLE IV – RIGHTS AND RESPONSIBILITIES OF THE BOARD**

- A. Subject to the provisions of this Agreement and except as expressly provided otherwise by the terms of this Agreement, the Board and the Superintendent of

Schools reserve and retain rights vested in the Board or in the Superintendent under governing law, ordinances, rules, and regulations as set forth in the Constitution, and laws of the State of Michigan and the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees on the job;
  2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
  3. To establish courses of instruction, including special programs, and to approve the means and methods of instruction;
  4. To provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board, and to determine the duties, responsibilities, and assignments of all employees;
  5. To adopt reasonable rules and regulations which are not in conflict with this Agreement;
  6. To develop and control the budget of the School District;
  7. To determine the number and location of its facilities.
- B. The Board recognizes that this Agreement sets forth limitations on the above named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations. Likewise, the listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- C. The Board will continue its policy of non-discrimination with respect to its employees by reason of race, creed, color, national origin, age, sex, marital status, handicap, or membership in, or association with, the activities of the Association. Further, the Board will continue to recognize full citizenship rights of the employees.
- D. Nothing in this agreement shall be construed to limit or constrict the Board's ability or authority to comply with all applicable federal and state laws and any applicable local ordinances.

## **ARTICLE V – GRIEVANCE PROCEDURE**

- A. A grievance is a contractually defined mechanism which is designed to resolve disputes that arise during the term of this agreement involving:
1. Alleged violation, misinterpretation, or misapplication of this Agreement.



2. Disciplinary action or dismissal.

B. All grievances shall be handled by the following procedure:

**Step 1:**

The secretary, either alone or with an Association Representative, shall first discuss the grievance with the principal (supervisor) within five (5) workdays of the alleged occurrence in an attempt to resolve the grievance informally. At this time, it must be clearly understood by both parties that the conference is intended to initiate the grievance procedure. A secretary not satisfied with the results of the personal conference with his/her principal (supervisor) may take his/her grievance to the Association for consultation.

The Association, upon due consideration, will determine whether or not to represent the secretary. The Association representative may visit the principal (supervisor) within five (5) workdays from the time of the alleged violation in a further effort to resolve the grievance.

**Step 2:**

If the grievance is not resolved at step one, it shall be reduced to writing, clearly stating by Article(s), and Section(s), the claimed basis for the grievance and shall be signed by the secretary and presented and discussed with the principal (supervisor) by the Association within five (5) work days after the Association Representative visit (in step one) with the principal (supervisor). Within five (5) workdays after receiving the written grievance, the principal (supervisor) shall communicate his/her decision, in writing, together with the supporting reasons to the Association and to the grievant.

**Step 3:**

Within five (5) work days after delivery of the principal's (supervisor's) decision, the grievance may be appealed to the Superintendent or his/her designee. The appeal shall be in writing and shall set forth, specifically, the act or condition and the grounds on which the grievance is based and shall be accompanied by a copy of the decision at Step Two.

Within five (5) workdays after delivery of the appeal, the Superintendent or his/her designee may investigate the grievance and conduct a hearing. In the event the superintendent's designee serving as hearing officer is also the person that is being grieved, the superintendent shall designate another designee to serve as a hearing officer for this grievance. Witnesses and cross-examinations may occur on the part of either party at such hearing. The decision, in writing, together with the supporting reasons shall be presented to the Association and to the principal (supervisor) within five (5) work days following the hearing on the matter.

**Step 4**

If the grievance remains unresolved at the time of Step Three, it may be submitted to binding arbitration at the request of the Association provided written notice of the request for submission to arbitration is delivered to the Superintendent, within ten (10) workdays after the date of the Superintendent's or his/her designee's written communication of the decision under Step Three.

The arbitrator shall be selected through the American Arbitration Association in accordance with its rules. The Arbitrator shall render his/her opinion only with respect to the particular grievance submitted to him/her, and such opinion shall be binding upon the Board and the Association. The Arbitrator shall have no power

or authority to add to, subtract from or modify any of the terms of this Agreement.

The Arbitrator's fee and expenses shall be shared equally by the Board and the Association. The costs for witnesses will be borne by the party requesting such witnesses.

C. If a grievance arises from the alleged action of authority higher than the principal (supervisor) of a school, the grievance may be originally presented at the appropriate step of the grievance procedure.

D. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit an appeal at the next step of the procedure within the time which would have been allotted had the decision been given.

Failure to comply with the time limits in step one shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar further appeal. Time limits may be extended, in writing, by mutual agreement.

E. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement, provided that the Association has been given the opportunity to be present at all hearings and meetings where the grievance is presented or discussed, and is provided copies of correspondence, determinations, and appeals of the grievance. However, only the Association shall be authorized to appeal grievances to arbitration on behalf of an individual employee.

F. In all steps of this procedure, it is understood that the Association, principal, supervisor, Superintendent or designee may request other members of the administration or representatives of the Association to be present.

G. It is understood that if any employee files a charge with a governmental agency such as the Equal Employment Opportunity Commission, the Michigan Civil Rights Commission, the Michigan Department of Labor Bureau of Workers' Disability, and/or a similar state or federal agency, said charge shall not be subject to arbitration under this Agreement.

## **ARTICLE VI – ASSIGNMENT, VACANCY, TRANSFER, PROMOTION AND PROBATIONARY PERIOD**

A. Assignments:

1. All new employees shall possess the skills and qualifications necessary for a specific position as defined in the position posting and/or job description.
2. When possible, secretaries shall be informed by June 1 of each year as to their assignments for the following school year. In the event that schools are to be closed, secretaries to be displaced shall be so notified twenty (20) work days prior to the effective date of such school closing.
3. Secretaries displaced due to school closings or involuntarily transferred shall be provided one (1) day, with pay, to pack and move school related belongings.

B. Vacancies:

- I. All positions shall be posted for the duration of five (5) work days and shall include the following information:
  1. Title and Classification (see Appendix A)
  2. Wage Schedule (see Appendix B)
  3. Hours and Length of Position (see Article XIV)
  4. Effective Date of Transfer/Employment (see Article VI, Section B4)
2. The Board shall deliver via electronic mail a copy of each posting to all active bargaining unit members.
3. All vacancies shall be filled from those secretaries who apply in writing and meet the posted qualifications.
4. The Board reserves the right to withdraw and/or not fill a posted position if unforeseen circumstances warrant such action. It is understood, however, that the withdrawal of a posting and/or not filling a vacancy shall not be used under any circumstances to block qualified candidates access to such positions. Further, the Association shall be notified of the reasons for the withdrawal of any posting.
5. All vacancies will be filled within thirty (30) days of the expiration date of the posting when qualified internal applicants have applied.

The District may, if there are extenuating circumstances, so advise the Association and request an extension of this time line. Any extensions will be by mutual agreement. If the District is unable to fill a position within the stated timelines above, administration will meet and confer with representatives of the Association.

6. Positions may be staffed on a temporary basis during the posting period.
7. Employees who upgrade their skills shall be allowed to submit evidence of such upgrades and it shall be included in their personnel files.
8. It is expected that secretaries in a given school building may assist each other with their duties from time to time, or that such secretaries may be assigned special projects at peak times which may not necessarily reflect their normal day to day job responsibilities.
9. If no qualified secretaries apply or if all who apply fail to meet the posted qualifications, the administration shall staff the vacancy from among other qualified candidates.
10. The Board reserves the right to eliminate positions for reasons of cost, changing organizational priorities, declining student enrollment, or similar reasons and nothing herein shall abridge such right.

C. Transfers:

1. A transfer is a lateral move within the same classification and at the same compensation. An employee may discuss the desire to transfer to another position with the Associate Superintendent for Human Resources and Labor Relations. However, transfers will normally be considered only in response to postings.
2. Transfers, normally, shall be on a voluntary basis. However, the Board and the Association agree there may be need for an involuntary transfer.
3. If involuntary transfer is deemed necessary, the Associate Superintendent for Human Resources and Labor Relations shall discuss the proposed transfer with the Association and the employee involved and any objections shall be given consideration. When possible, the employee and the Association shall be given five (5) workdays prior notice of any involuntary transfers.

D. Promotions:

1. Promotions shall be defined as increasing an employee's classification and/or salary. The Board supports promotions from within the Association.

2. Individuals transferred from the unit to an excluded position and later returned to a unit position shall retain their seniority rights, excluding time spent out of the unit. Employees of the Board who are assigned to the unit shall have seniority as of the date of such entry.

E. Probationary Period:

1. All secretaries hired by the Board shall serve a ninety (90) workday probationary period. Such probationary employees shall not transfer to any other unit position until permanent employment has been granted after the expiration of the ninety (90) workday probationary period. See Appendix C.
2. Seniority shall commence upon initial employment.
3. Probationary employees shall be represented by the Association for all purposes under this Agreement during the probationary period including termination of such probationary employees which shall be subject to the grievance procedure up to but not including arbitration.
4. All insurance benefits provided in this Agreement shall be provided to a probationary employee upon completion of the probationary period.
5. Leave day credit shall accrue during the probationary period but may not be used during such period. If a paid holiday falls within a probationary period, the employee shall be paid for such holiday.
6. If a probationary employee is absent, the probationary period shall be extended by the duration of such emergency.
7. Probationary employees shall be evaluated according to the procedures set forth in Article XXI - Evaluation and Appendix C.
8. The Association President shall be notified of all newly hired employees and those who successfully complete the probationary period.

## **ARTICLE VII – REDUCTION IN PERSONNEL**

- A. In the event it becomes necessary to reduce the number of employees, such reduction shall occur by specific position(s) as determined by the Board and shall occur in the order as described in this Article. Notification to the Association regarding such proposed reduction shall be made, in writing, at least thirty (30) calendar days prior to the effective date of such reduction. Employees to be laid off shall be notified, in writing, at least twenty (20) calendar days prior to the

effective date of such action. The employer shall discuss with the affected employee when such notice is given.

- B. If it is necessary to reduce a position within a given school building such reduction shall be by specific position. If the secretary in the position to be reduced has more system seniority than the least senior secretary in the same school, he/she may displace the least senior secretary who will then be reassigned in accordance with Section C of this Article. If the secretary declines this option, then he/she shall be reassigned in accordance with Section C. The school list is found in Appendix E.

When a split position is reduced/eliminated between two (2) buildings and the affected secretary has more system seniority, then one of the secretaries in either of the two work locations, he/she may displace the least senior secretary in the affected combined buildings.

- C. Any employee notified of reduction may exercise his/her seniority rights into a position, which shall become open as follows:

1. An equivalent number of positions, staffed by the least senior employees shall become open.
2. The employee directly affected by the reduction shall be able to request assignment to the open positions on the basis of seniority provided they possess qualifications for the position.
3. Such procedure shall continue in sequential order until finalized.

Example: Two (2) individuals in Classification II are notified of the reduction of their positions. Provided they have more seniority than the two (2) least senior employees in any classification, they shall have the right to be awarded those positions should they meet the stipulation of C.2.

- D. Employees who exercise their seniority rights for placement shall do so and shall not have the right to decline placement to the least senior positions. Refusal of such placement shall result in layoff action by the Board. Full time employees shall not be required to accept less than full time employment; in such instances, the next senior full time position in the unit, regardless of classification, shall become open, and such position shall be offered to the affected secretary.

- E. Employees affected by a reduction in staff shall be recalled in reverse order of layoff. The most senior employee shall be recalled to the first opening for which he/she is qualified. Recall shall be by written notice (both first class and certified mail return receipt requested), to the employee's last known address on file with the Board. Such notice shall require that the employee be available for work five (5) workdays after the date of delivery. Failure to report shall eliminate any obligation or responsibility to the employee by the Board.

- F. An employee on layoff status may not refuse to accept recall to any position, except lunch coverage positions.
- G. Any position that becomes vacant or is newly created shall be posted in accordance with provisions of this Agreement. A secretary on layoff status, an employee requesting return from leave pursuant to the procedures in Article XVII, or secretary providing lunch coverage, shall not be eligible for bidding on posted positions. Recall or return from leave shall occur prior to the employment of individuals new to the District.
- H. Seniority shall be defined as the amount of time an employee has worked within the bargaining unit. Time served in an excluded position shall not be counted for seniority purposes. In cases where employees whose seniority is equal and determination is necessary, there shall be a lottery system established.  
  
Seniority dates shall be adjusted for secretaries who are laid off or take a leave of absence, except leave for service in professional organizations. The method of adjustment shall cause a reduction of one (1) day of each day missed due to layoff or leave of absence, regardless of work year of the secretary.
- I. An employee shall retain recall rights for a period of two (2) years.

## **ARTICLE VIII – SUBCONTRACTING AND TECHNOLOGICAL CHANGES**

It is agreed that the Board shall be free to use all labor saving devices and/or labor saving equipment that will be in the best interest of the Board. When such devices, equipment, or procedures are introduced, adequate release time shall be provided for affected employees to be in-serviced.

## **ARTICLE IX – RESIGNATION AND RETIREMENT**

- A. All secretarial employees shall give a two (2) week written notice of resignation to the immediate supervisor, with a copy to the Associate Superintendent for Human Resources and Labor Relations. Failure to comply with this requirement shall mean forfeiture of any and all benefits unless special permission is granted by the Superintendent or his/her designee.
- B. Secretarial employees shall receive a retirement benefit payment for up to ninety (90) unused – accumulated leave days in excess of fifty (50) days. The rate of payment shall be Thirty Dollars (\$30.00) per day.

## **ARTICLE X – DISCIPLINE, DEMOTION AND DISCHARGE**

- A. The Board retains the right to discipline and/or discharge an employee for just and reasonable cause and/or for violation of the terms of this Agreement. When discipline is needed, it shall be progressive in nature, and due process shall always be provided prior to implementation of such discipline, including the right of representation.
  
- B. Whenever a bargaining unit member is called to a meeting with a supervisor and the meeting may result in disciplinary action being taken, the supervisor will, prior to beginning the meeting, notify the employee of the purpose of the meeting, and of the employee's right to representation under this Article. If the employee wishes representation, no further action will be taken in such meeting until a representative of the Association is present which shall be within one (1) workday.
  
- C. Pending an investigation, if a secretary is relieved of work responsibilities, he or she shall be placed on unpaid administrative leave for the first five (5) workdays of the investigation. If the investigation exceeds five (5) workdays, the secretary shall be paid beginning the sixth (6<sup>th</sup>) workday.

Final disposition shall be as follows:

- 1. If the investigation results in no findings warranting discipline or an oral or verbal warning, the secretary shall be restored all unpaid days.
  - 2. If the investigation results in suspension of the secretary, the number of days allotted in the suspension will be first deducted from the total days of unpaid administrative leave. Any days of unpaid administrative leave exceeding the suspension will be restored to the secretary.
  - 3. If the investigation results in the termination of the secretary, there shall be no restoration of days to the secretary.
- D. The Association shall be notified, of any written disciplinary action, demotion, or discharge prior to such action being taken.

## **ARTICLE XI – PROTECTION OF SECRETARIES**

- A. Any secretary suffering a personal injury or a loss or damage to personal property should promptly report the same to his/her principal or supervisor in order to determine whether compensation is due under Workers' Compensation or the School District's insurance policies.



- B. The Board will reimburse the secretary for any loss, damage or destruction of any personal property suffered while on duty on school property, on school premises or at school sponsored or related activities. Such reimbursement shall be made only upon the occurrence of the following:
1. Theft from the secretary. Reimbursement by the Board shall not exceed One Thousand Dollars (\$1,000.00) for any item and shall be null and void if negligence can be determined.
  2. Verified malicious destruction of the secretary's personal property. If reimbursement for such damage, loss or destruction is otherwise covered by a policy of insurance, the Board shall be liable for the deductible portion of such coverage or the difference between actual insurance payment and the replacement cost of the item in question, but in no case shall such liability exceed One Thousand Dollars (\$1,000.00).
- C. Each secretary shall have the right, upon request, to review the contents of his/her own personnel file and with the appropriate administrator.
- D. The Administration shall maintain complete cumulative files on all personnel, including up-to-date records pertaining to performance of duties.
- E. Each administrator shall contribute to the cumulative files in accordance with his administrative duties such as:
1. Records of a positive nature, including supervisory reports, memorandums and letters to the employee, plus other miscellaneous evidence of successful service.
  2. Records of unsatisfactory performance, which may lead to demotion, suspension, dismissal or denial of a leave of absence request, must be specific in content, signed by the administrator, and a copy furnished to the employee. The employee shall acknowledge receipt of the report by signing it within three (3) workdays.
- F. Citizen complaints directed toward a secretary shall be called to the secretary's attention at administrative discretion. If a permanent record is to be made of such a complaint, if discipline may occur, or if the complaints may affect an evaluation of the secretary, such complaints shall be called to the secretary's attention.

In the event a complaint about a secretary is received by a supervisor from another person and the supervisor chooses to make a permanent record of the complaint, the supervisor shall indicate to the secretary that such complaint has been received; the nature of the complaint and that it is being investigated. Upon completion of the investigation, the supervisor's disposition of the complaint shall be made known, in writing, to the secretary. The name of the complaining party, or parties, shall be revealed to the secretary if a permanent record is made of

such complaint, if such is to lead to disciplinary action or used in an evaluation of the secretary.

- G. Secretaries will not be required to administer to students more than emergency first aid. Secretaries shall not administer medication to students.
- H. If any secretary has a complaint against him/her lodged with the police department, or is sued as a result of any action taken by the secretary while in the performance of his/her regularly assigned duties and performing properly, lawfully and in accordance with this Master Agreement, Board policy and administrative regulations, the Board shall refer the matter to its insurance carrier with the request that all necessary assistance be rendered to the secretary in his/her defense. It is further understood that liability coverage for secretaries in effect as of the date of this contract shall not be reduced during the term of this contract.
- I. Secretaries shall not be required to administer disciplinary action to pupils, but shall have adult responsibility. Further, secretaries shall not evaluate students for the purpose of grades and citizenship with the exception of student co-ops.
- J. An employee's personal life is not within the appropriate concern of the Board of Education as long as it does not adversely affect the performance of his/her duties.
- K. Physical examinations, as required by the Board of Education or by law, shall be made at Board expense by a physician appointed by the Board.

## **ARTICLE XII – WORKERS’ COMPENSATION**

- A. Workers' Compensation shall be provided as required by law. In addition, employees drawing Workers' Compensation benefits shall supplement their weekly benefits up to a maximum of their gross weekly income by drawing on their accumulated leave banks. Such used leave days shall be charged to the employee's leave bank on a prorated basis. The maximum period of such full salary coverage shall be no longer than the qualified period for long term disability coverage. If an employee has no accumulated leave bank, no salary supplement shall be made.
- B. The Board shall not be obligated to pay any such difference to an employee who receives a cash settlement, i.e., redemption, in lieu of weekly payments of Workers' Compensation.
- C. In the event of termination prior to the expiration of the periods in Section A, rights to continue payment of supplemental benefits by drawing on employee leave banks shall cease.
- D. Employees on Workers' Compensation shall receive, for, six (6) months or the number of accumulated leave days, whichever is greater, continued accrual

(loading) of leave days and holidays. Payment shall be made during that period for holidays. In the event disability continues beyond the waiting period of the Long Term Disability the employee shall be placed on such leave of absence and accrual and payment for leave days and holidays shall cease. Seniority shall continue to accumulate as if the employee were actually working. Full fringe benefit coverage shall be continued at Board expense for such employees, as long as they continue on Workers' Compensation.

- E. If an employee is eligible for Workers' Compensation benefits, the employee's position shall be held open for a maximum period of ninety (90) days. If the Workers' Compensation eligibility exceeds this limit, the employee shall be placed on leave of absence and the position shall be considered vacant and posted in accordance with Article VI. If an employee, whose position has been lost due to this clause, is eligible to return, he/she may exercise his/her seniority for a position for which he/she is qualified in accordance with Article VII. The returning employee shall be placed in the position after the notice requirements of Article VII are met.

### **ARTICLE XIII – WORKING CONDITIONS**

- A. Secretaries shall not be required to routinely perform duties that are normally the duties of another non-bargaining unit employee.
- B. The Board shall make available use of adult facilities (lunchroom, rest room, and lavatory) in each school for use by secretaries to the extent of existing facilities. Adequate lounge facilities will be provided at each work site.
- C. Access to telephones for school business will continue to be made available to secretaries.
- D. When school is canceled and official public notice is announced via the news media, including television and radio broadcasts, secretaries will not be required to report for duty and shall not suffer loss of pay. In the event of an emergency, and a secretary is asked to report for work, and it is safe for him/her to get to work, he/she will be paid time and one half.
- E. When school is dismissed early due to emergency conditions, the following shall occur:
  - 1. School building secretaries shall be required to stay no longer than one hour beyond the official dismissal time for students.

- F. Secretaries shall not be required to work under unsafe or hazardous conditions, including extreme temperatures. Secretaries shall not be required to handle bulk mailings through the post office nor shall they be required to transport and/or bank funds.
- G. The employer will provide:
  - 1. A locked designated area work location where employees may secure coats, purses, and other personal items while at work.
  - 2. Appropriate machines, supplies and materials, which are necessary for secretaries to perform the responsibilities of their positions. Arrangements will be made to repair or replace defective, malfunctioning, or inadequate office machines in a timely fashion to avoid disrupting the flow of the work.

#### **ARTICLE XIV – WORKING HOURS**

- A. The Board recognizes the principle of a standard forty (40) hour work week and will set work schedules and make assignments which can be reasonably completed within such standard work week. The Board will not regularly require secretaries to work in excess of such standard workweek.

Secretaries shall work and be compensated in accordance with the salary schedule in Appendix B. Secretaries shall not work during nor be compensated for the period immediately following their last scheduled day of work prior to the restart of the next year. If the Board elects to extend the work year secretaries will have the option of working as an unassigned secretary on a per diem basis.

- B. Secretaries employed for four (4) up to six (6) hours of block time per day shall be entitled to a combination uninterrupted lunch and relief period equivalent to thirty (30) minutes. All lunch periods are unpaid.

Secretaries working more than six (6) hours in a block time per day shall receive one half-hour lunch (30) and two fifteen (15) minute breaks. Lunch periods are unpaid. All secretaries employed more than six (6) hours in a block of time per day shall be entitled to an uninterrupted lunch period of thirty (30) minutes which shall be a part of an eight (8) and ½ hour work day. In addition, they shall be provided a fifteen (15) minute relief period twice a day. Failure to take a fifteen (15) minute relief period shall not result in a lengthening of the lunch period or a shortening of the eight (8) and ½ hour work day unless specially arranged with the immediate supervisor.

- C. Overtime will be paid at time and one-half and will be paid for actual time worked over forty (40) hours per week. On Saturday, overtime will be paid at the rate of

one and one-half (1 1/2) times the employee's regular hourly rate. Sunday and Holiday overtime will be paid at the rate of two (2) times the employee's regular hourly rate. All overtime and payroll records will be available to the President of the Association.

Employees may elect to accept time off in lieu of overtime. Secretaries shall not be required to use time clocks.

From time to time it shall be necessary to schedule overtime for secretaries outside their regular assignment/office location. When such opportunities occur, overtime shall be awarded to members qualified to perform the duties and according to seniority.

Each year the Board shall provide an opportunity for all secretaries to volunteer for such assignments, which shall be awarded by qualification and seniority on a rotating basis. Where appropriate, secretaries shall designate dates of availability for such employment.

In the event that a secretary requesting such overtime rejects two (2) offers for overtime, the Board shall not be obligated to offer further overtime assignments to that employee during that school year. The Board shall provide twenty-four (24) hour notice in order for a refusal to be considered a rejection pursuant to this agreement. No overtime will be offered to an employee while she or he is on sick leave, or other paid leave under this agreement.

- D. If a secretary receives direction from his/her supervisor to fully assume the duties of a secretary in a higher classification for a minimum of one-half day he/she shall receive pay at the higher classification rate. The supervisor shall notify Human Resources to adjust rate of pay. Such increased rate of pay will be for actual days of work performed, not for holidays or leave days.
- E. The Board, after consultation with the Association, may develop programs of flexible hours, workweek, or other unique and non-traditional work schedules at individual work site(s), which positively impact both the employee and the district. Implementation of such programs shall not obligate the Board to that payment of overtime wages. Disputes over such implementation shall not be subject to the grievance procedure.
- F. Any expansion of hours for a period of more than five (5) consecutive workdays shall be reported to the Association President in writing.
- G. Secretaries with prior administrative approval shall be allowed to work at after school functions such as open houses, parent teacher conferences, etc. Compensation shall be provided at the overtime rate pursuant to Article XIV, Section D, if applicable.
- H. The accrual and utilization of compensatory time shall be as provided in state and federal wage and hour provisions.

## ARTICLE XV – HOLIDAYS

- A. The following days shall be recognized and observed as paid holidays:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Christmas Day	Memorial Day

- B. In addition, employees shall receive the following days off with pay:

Friday before Labor Day (when it is a non-work day for teachers)  
Day after Thanksgiving (if school is not in session)  
Day before Christmas  
Day after Christmas  
Day before New Year's Day  
Good Friday  
Monday after Easter (if school is not in session)

- C. Total paid holidays and related days shall not exceed the days cited in paragraphs A and B of this Article. Secretaries shall receive their regular rate of pay for each of the holidays listed above on which they perform no work, except as provided in Article XIV, Section G.

If school is in session on the Friday after Thanksgiving or Monday after Easter, secretaries shall be paid for and not required to work on another day when students are not in school. The Board shall establish an alternative date.

- C. If any of the above holidays fall on Sunday, the following Monday shall be considered the holiday unless school is in session. If any of the above holidays fall on Saturday, the Friday preceding shall be considered the holiday unless school is in session. On such occasions an alternate date for the holiday will be established by the Board.

## ARTICLE XVI – PAID LEAVE DAYS

- A. Paid Leave of Absence days are a benefit that provides salary protection when a secretary is unable for work due to illness or matters outside his/her control. Such days should not be viewed as entitlements or to compensate for casual time away from work. The District and the Association recognize that attendance is an important element of the work ethic and increases efficiency and effectiveness. Subject to the limitations set forth hereinafter, secretaries shall have the right to leave without loss of pay provided leave days in the employee's leave day bank is available.
- B. Each secretary shall be credited with the following amount of leave days:

- I. Secretaries shall receive 15 days. Said leave days shall be fully credited upon their first pay period of their employment. These days shall be prorated for those secretaries hired or recalled during the school year.
  2. Days may not be taken immediately preceding or following a holiday or school recess unless in an emergency. In such emergencies the employee will notify the district as soon as possible.
- C. Unused leave days will be cumulative to 200 days per year. Those that have more than two hundred (200) days accumulated on September 30, 2011, will maintain their total accumulation. Those with two hundred (200) or more accumulated leave days will receive their fifteen (15) additional leave days at the beginning of each school year. Any leave days used during that school year will first be deducted from these fifteen (15) leave days. A statement of accumulated leave days will be printed on each employee's bi-weekly paycheck.
- D. Abuse of Leave Privileges – Secretaries who abuse the leave with pay shall be subject to appropriate discipline by the Board.

It is recognized that the employer has instituted an absenteeism/attendance procedure. Notice of this program/procedure will be given to all new employees at the time of hire.

- E. Leave without loss of pay, not chargeable against the secretary's leave day allowance, shall be granted for the following reasons:
1. Leave for Death in the Immediate Family: A maximum of five (5) days which shall not be cumulative, shall be allowed for death in the immediate family, which shall be interpreted as: father, mother, husband, wife, child, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, grandparents, or dependent of the immediate household residence. Such leave will be subject to the approval of the Personnel Office acting as the Superintendent's delegate. An additional three days may be granted for death in the family upon approval of the Personnel Office acting as the Superintendent's delegate. Such additional three days shall be deducted from the employee's leave bank.
  2. Conference Attendance: Is an integral part of the Board's plan for in-service growth of personnel. Representatives of the Association are eligible to attend meetings and conferences at the expense of the Board without loss of pay benefits, or allowance days. Requests will be submitted to the building principal or supervisor and must receive his/her approval and that of the Superintendent. Such requests shall be acted upon by the building principal or supervisor within forty-eight (48) hours of submission. Denial may be appealed by the secretary to the Superintendent or his/her designee.
  3. Court Appearance: Court appearance as a witness in any case connected with the secretary's employment or the school, or whenever the secretary

is subpoenaed to attend any proceedings. The secretary may be asked to produce evidence of subpoena at the discretion of the Superintendent or his/her designee.

4. Jury Duty: Any secretary who is summoned for jury duty examination and investigation must notify the Personnel Office within seventy-two (72) hours of receipt of such notice. If an employee is summoned and reports for jury duty, he/she shall be paid the difference between the amounts he/she receives as a juror and his/her normal week's pay.

To be eligible for jury duty pay differential, the employee must furnish the employer with a written statement from the appropriate public official, listing the dates he/she received pay for jury duty. An employee found abusing this privilege shall not be entitled to the pay differential.

5. Student Trips: Secretaries who are required to accompany students on field trips outside the building on days, which are regular, work days and work hours for the secretary.
- F. A secretary who is exposed on the job and is subsequently absent from work because of mumps, scarlet fever, measles, chicken pox, hepatitis, HIV, AIDS, strep throat, pink eye, smallpox, rubella, diphtheria, tetanus, pertussis (whooping cough), polio, TB, ringworm, head lice, and scabies, shall not have the time charged against his/her leave days. Verification of the illness may be requested from a doctor by the Superintendent or his/her designee.
- G. Secretaries shall not utilize regular work time or personal leave days to engage in activities to support a work stoppage in another school district.

## **ARTICLE XVII – UNPAID LEAVE OF ABSENCE**

- A. Leaves of absence without pay and without fringe benefits may be granted for any of the following reasons:
1. Health Leave: A secretary may be granted a health leave when his/her health or the health of a member of the immediate family, which shall be interpreted as: father, mother, husband, wife, child, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or dependent of the immediate household residence, warrants it. Such leave may be renewed and extended for an additional one (1) year. At the end of such leave, the secretary must either return or resign. When the health of a secretary or that of the member of his/her immediate family, as defined above, permits his/her return, he/she shall so request the Superintendent in writing and submit a statement from a physician certifying his/her fitness to return. The secretary may be required to submit to a medical examination by a Board appointed physician prior to approval for return. All health leaves will comply with the Family Medical Leave Act.



2. Military Leave: Any secretary covered by the salary schedule who leaves the school district to perform active service in the Armed Forces of the United States is entitled to re-employment rights in the position he/she is vacating or one of like status and pay scale provided:
  - a. The position vacated is other than temporary.
  - b. He/she is honorably discharged from the Armed Forces.
  - c. He/she is still qualified and competent to perform the duties of such secretarial position.
  - d. He/she applies for re-employment within ninety (90) days after discharge or if hospitalized when discharged as a consequence of his/her active service in the armed forces, within one (1) year after such discharge.

In the event of re-employment, the following provisions shall apply:

- a. Accrual of seniority shall be granted.
  - b. Increments shall be added as if the secretary had been in the school district employ during time of such active service in the Armed Forces.
  - c. His/her status under contract shall be the same as when employment was terminated at the time military leave was granted. Further, all provisions of this policy shall be in accordance with state and federal laws governing military leaves of absence.
3. Parental Leave: After completion of at least one year of service and upon verification of the pregnancy with a physician's statement, a paternity/maternity leave may be granted to a secretary.

After completion of at least one year of service, a secretary adopting a child may be granted leave upon verification of the adoption.

- B. An employee granted a leave of absence by the Board for more than ninety (90) calendar days shall be returned to active employment provided he/she has given proper notice. Such secretaries shall have equal rights with secretaries who are on the recall list. That is, they shall be placed on the recall list in seniority order and recalled together with laid off secretaries pursuant to Article VII.

If a leave exceeds ninety (90) calendar days, seniority shall be frozen at that time.

Employees on a leave of absence of ninety (90) calendar days or less shall be returned to a position.

- C. An employee is required to notify the Human Resources Office in writing at least sixty (60) calendar days preceding the expiration date of a leave indicating his/her desire to return, request an extension, or resignation. Otherwise, the employee will be considered as terminating his/her employment.

## ARTICLE XVIII – ATTENDANCE PROCEDURES

- A. Where possible, employees are responsible for reporting their absence by calling an assigned number at least one (1) hour prior to the starting time of their assignment. Calls are to be made to a central substitute answering service. The Board shall provide that the assigned number be available to secretaries on a twenty-four (24) hour a day basis. Further, once the employee has reported an absence, it shall be the central administration's responsibility to notify the individual supervisor or school building administrator.
- B. Upon request of the supervisor or the secretary, a substitute shall be provided as of the first day of absence of the secretary.

## ARTICLE XIX – INSURANCE

- A. District shall pay eighty percent (80%) of the total insurance premium and the employee will be responsible for contributing twenty percent (20%) of the total insurance premium on a pre-tax basis. This contribution will be based on the subscriber's status – Full Family, Two Person, Single Subscriber or those not electing Health.

Plan A: For employees electing Health Insurance.

**Health:** The District will provide Health Insurance as selected and agreed upon by the Association.

**Long Term Disability:**

70%

\$5,000.00 Maximum per month

Modified fill or 180 calendar days whichever is greater

Freeze on offsets

Alcohol/Drug – same as any other illness

Mental/nervous – 2 years

COLA Provision

**Delta Dental:**

100:90/90/90: \$1,500 or if spouse has coverage by another carrier

50/50/50: \$1,000 (with sealant)

**Negotiated Life:**

45,000 Accidental Death and Dismemberment at Double indemnity

**Vision:**

VSP-3 Plus

Plan B: For employees not electing Health Insurance.

**Long Term Disability:**

70%

\$5,000 Maximum per Month  
Modified fill or 180 Calendar Days whichever is greater  
Freeze on offsets  
Alcohol/Drug - Same as any other illness  
Mental/Nervous - 2 years  
COLA Provision

**Delta Dental:**

100: 90/90/90: \$1,500 or if spouse has coverage by another carrier  
50/50/50: \$1,000 (with sealant)

**Negotiated Life:** \$45,000 Accidental Death & Dismemberment at  
Double Indemnity

**Vision:** VSP-3 Plus

- B. Secretaries laid-off or on leave of absence beyond ninety (90) days may continue under group coverage provided that, during such time, the secretary submits premium payments directly to the Board. Secretaries on Workers' Compensation shall have coverage paid by the Board, as provided in Article XII, Section D.
- D. Except as specified above, the benefits stated above shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify for such benefits.
- E. Upon termination or lay-off of employment with the Board, the premiums for employees' benefits as described above, will cease to be paid by the Board. In the event a secretary is laid off or retires at the end of the school year, the insurance provided shall be continued through the summer months.
- F. The Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as described above. The failure of an insurance company to provide any of the benefits for any reason shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation under this Article.
- G. Disputes between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure.

- H. Appropriate government documents and enrollments needed to comply with Section 125 of the IRS Code shall be done through the MESSA Option All Programs.

## **ARTICLE XX – EVALUATIONS**

- A. All monitoring or observation of the work performance of a secretary shall be conducted openly with full knowledge of the secretary.
- B. If the secretary does not agree with the evaluation, the secretary will have the opportunity to answer the evaluation in writing, to the appropriate administrator with a copy placed in the secretary's personnel file.
- C. The building principal or the appropriate administrator shall be responsible for written evaluation of all personnel covered by this Agreement at least once every two (2) years. Responsibilities include:
  - 1. Acquainting new employees with evaluative procedures during the first five (5) work days of their assignment to the building or program.
  - 2. Executing written evaluations and forwarding copies to the Personnel Department and the employees.
  - 3. Conducting, when appropriate, the evaluation in a manner that identifies specific areas where improvement is needed, suggested steps to bring about improvement, and adequate time to make improvements.
- D. Secretaries receiving evaluations that denote need for improvement shall be entitled to request and receive an additional evaluation within six (6) months of the date of the original evaluation. The Association president shall receive written notice of such evaluations denoting need for improvement.
- E. All evaluations shall be due and shall be completed by May 15 of the school year of such evaluation.
- F. Alleged misapplication or violation of evaluation procedures, criteria and/or content of the evaluation shall be subject to the grievance procedure.
- G. If a secretary is not evaluated during any year, his/her performance shall be deemed to be satisfactory for that year.
- H. All secretaries will be evaluated using the evaluation forms and procedures as mutually agreed to and contained on the District Web Site.

- I. Probationary (newly hired) employees must be formally evaluated on approximately the thirtieth (30th) and sixtieth (60th) workdays of their ninety (90) work day probationary period. Conferences shall be held shortly after the thirtieth and sixtieth workday periods. Deficiencies shall be documented and clearly noted on the secretarial evaluation form and should be explained to the probationary employee at each conference. The probationary employee shall receive a copy of the evaluations, and the evaluator shall send copies to the Human Resources Office.
  
- J. A third and final evaluation conference shall be held before the eightieth (80th) worked day. As with the other two conferences, the secretarial evaluation form reproduced in Appendix C should be completed and given to the probationary employee with a copy sent to the Human Resources Office. Finally, the supervisor shall submit to the Personnel Office and to the employee ten (10) work days before the expiration of the probationary period, a one (1) page final evaluation narrative. Such narrative shall minimally contain a paragraph describing the weaknesses and deficiencies of the probationary employee, and a statement telling whether the supervisor recommends permanent employment or termination.

## **ARTICLE XXI – DISTRICT IMPLEMENTATION MEETING**

- A. Implementation meetings shall be held between representatives of the Board and the Association on a regularly scheduled basis when requested.
  
- B. The purpose of these meetings will be to review the administration of the Agreement and resolve any problems. It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.
  
- C. All meetings between the parties should be scheduled to take place as promptly as possible. The rescheduling will take place within two (2) days of the request from the Association or the Board of Education.
  
- D. All requests for meetings will be made directly between the Associate Superintendent for Human Resources and Labor Relations and the Association President or designee. They will mutually develop the time, place and agenda for such meeting.

## **ARTICLE XXII – MISCELLANEOUS PROVISIONS**

- A. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms.

- B. The Board shall prepare copies of this Agreement and give a copy to each secretarial employee and to each newly employed secretary during the term of this Agreement. The Board shall also furnish copies of the Agreement to the Association.
  
- C. This Agreement is subject, in all respects, to the laws of the State of Michigan and applicable federal laws with respect to the powers, rights, duties and obligations of the Board, the Association, and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, and subject to renegotiations. However, all other provisions of this Agreement shall continue in effect.
  
- D. Any secretary using his/her personal car for school business at the direction of the building principal or unit supervisor should be paid at the then current per mile rate allowed by the Internal Revenue Service. Proper forms must be submitted for Board approval of mileage expense.
  
- E. Secretaries who are required to assist with the preparation of the CA-15 and other Fourth Wednesday reports and/or the year end checkout of the teachers shall be provided necessary overtime with prior approval recommended by the immediate supervisor and approved by Personnel.
  
- F. Each contract year three (3) workdays may be set aside for professional development. One of these days shall be for the purpose of attending a District-Wide in-service. The other two (2) days may be building. The District-Wide In-service workday shall be eight (8) hours, which shall include a one (1) hour duty free lunch period. The workday for the other two (2) days shall be consistent with the normal work schedule.
  
- G. The first departmental day may be a secretarial orientation meeting. This day shall be scheduled in August, prior to the first student day, on a day mutually agreed to by the Association and the Associate Superintendent for Human Resources and Labor Relations.

## **ARTICLE XXIII – NEGOTIATION PROCEDURES**

- A. At least sixty (60) days, and not more than one hundred-twenty (120) days, prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of secretaries employed by the Board. By mutual agreement, the process may begin earlier.
- B. In any negotiations, it is recognized that all agreements are tentative until completion of the total Agreement and until the Agreement has been ratified by the representatives of the parties.
- C. When the Board gives consideration to altering past or current personnel policies or practices significantly affecting secretaries, including but not limited to working hours, it shall consult with the Association and provide an opportunity for its reaction prior to a final determination and implementation.
- D. The Board and Association recognize the value of collaborative efforts as they apply to collective bargaining and problem solving. The Board and Association are committed to study the many models of collaborative decision making, particularly as they apply to the collective bargaining process. The Board and Association shall work towards a suitable process for collaborative bargaining and problem solving tailored to enhance a positive working relationship.
- E. All members engaged in negotiating on behalf of the Association with any representative of the Board shall be released from their regular duties during days, arranged by mutual consent, without loss of salary, leave days, or Association days.

#### **ARTICLE XXIV – PAYROLL DEDUCTIONS AND PROCEDURES**

- A. All new secretaries must have on file an exemption card for withholding tax as required by IRS in the Human Resources Office. Any employee desiring change in exemptions shall do so by filing a new card. Deductions are based upon a schedule supplied by the Federal Government.
- B. Secretaries may request that additional deductions be made from their pay for the following purposes:
  - 1. United Foundation
  - 2. Michigan First Credit Union
  - 3. Tax Deferred Annuity Programs:
    - a. Michigan Education Association Financial Services
    - b. Equitable Life Assurance Company
    - c. Fidelity Investments
    - d. First Heritage
    - e. Lincoln National Life Insurance Company
    - f. Prudential
    - g. Consolidated Financial Services

- h. V.A.L.I.C.
- i. Eschels

Deductions shall be allowed for one (1) or two (2) carriers.

- 4. Educational Secretaries of Southfield and MEA/NEA dues, assessments and/or service charges
- 5. U.S. Savings Bonds
- 6. Michigan Association of Educational Office Personnel dues
- 7. Michigan Education Special Service Association options as delineated in Appendix D
- 8. Detroit City Income Tax
- 9. MEA Financial Services Programs as delineated in Appendix D
- 10. Southfield Community Foundation

### **ARTICLE XXV – LONGEVITY**

Each secretary who has ten (10) or more consecutive years of service to the school district prior to December 31 of each year shall be paid the amount of Six Hundred Dollars (\$600.00). For each year thereafter ten dollars (\$10.00) will be added to a maximum of ten (10) additional years of service. These payments shall be made in December. Upon retirement, longevity shall be prorated. Only those members with ten or more years of service as of July 1, 2011, are eligible to receive benefit.

### **ARTICLE XXVI – CONCLUSION AND DURATION**

This Agreement shall be effective as of July 1, 2011 and shall remain in effect until June 30, 2014.

During the duration of this Agreement the Board and the Association agree to reopen negotiations annually pertaining to all economic matters contained within this Agreement.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

### **APPENDIX A – CLASSIFICATIONS**

Secretary	High School Activities Director
Secretary	High School Assistant Principal*
Secretary	High School Bookkeeper
Secretary	High School Counseling Center
Secretary	High School Library
Secretary	High School Principal



Secretary	Media Center
Secretary	Middle School Assistant Principal
Secretary	Middle School Counseling Center
Secretary	Middle School Principal
Secretary	Elementary School Principal
Secretary	Principal

\* Assignment is related to function not to individual supervisor or location.

## APPENDIX B

### Wage Schedule Months

Following is the salary schedule for the duration of this agreement. The parties agree that there will be no step increments during the duration of this agreement.

PD PLUS & TECH	Rate	< 12 Mo
Step 1	18.81	30,856
2	19.57	32,087
3	20.35	33,380
4	21.25	34,852
5	22.16	36,344
6	23.22	38,078
7	24.22	39,726

PD PLUS	Rate	< 12 Mo
Step1	17.77	29,141
2	18.51	30,357
3	19.34	31,713
4	20.19	33,112
5	21.14	34,670
6	22.17	36,365
7	23.17	38,000

PD & TECH	Rate	< 12 Mo
Step1	17.92	29,386
2	18.63	30,558
3	19.38	31,791
4	20.24	33,192
5	21.11	34,614
6	22.11	36,265
7	23.07	37,834

PD	Rate	<12 mo.
Step 1	16.92	27,752
2	17.63	28,912
3	18.42	30,204
4	19.23	31,535
5	20.13	33,018
6	21.12	34,634
7	22.07	36,192

TECH – NO PD	Rate	<12 mo.
Step 1	16.29	26,715
2	16.94	27,781
3	17.62	28,901
4	18.40	30,174
5	19.19	31,468
6	20.10	32,968
7	20.97	34,393

NO PD	Rate	<12 mo.
Step 1	15.38	25,224
2	16.03	26,290
3	16.71	27,410
4	17.49	28,683
5	18.28	29,976
6	19.19	31,477
7	20.06	32,903

## INDEX

<b>A</b>		Longevity.....	33
Agency Shop .....	2	<b>M</b>	
Administrative leave.....	15	Mileage .....	31
Assignments .....	8	Miscellaneous Provisions .....	30
Attendance Procedures .....	26	<b>N</b>	
<b>B</b>		Negotiations Procedures .....	31
Bereavement .....	23	Non-Discrimination.....	6
Board Rights and Responsibilities.....	5	<b>O</b>	
<b>C</b>		Overtime .....	20, 21
Cancellation of School .....	19	<b>P</b>	
Childhood Diseases .....	24	Payroll Deductions and Procedures	32
Citizen Complaints.....	16	Personal Illness.....	24
Compensatory Time.....	21	Personal Injury .....	15, 20
Conference Attendance .....	23	Probationary Period .....	8
<b>D</b>		Professional Development .....	31
Daily Wages .....	34	Promotions.....	11
Demotions and Discharge.....	14	<b>Q</b>	
Dues Deductions .....	2	<b>R</b>	
Duration of Agreement.....	34	Recall.....	13
<b>E</b>		Reduction of Personnel.....	12
Elimination of Positions.....	12	Reimbursements .....	15, 16
Emergencies.....	19	Resignation.....	14
<b>F</b>		Retirement .....	14
Family Illness .....	24	<b>S</b>	
First Aide, Administering .....	17	Seniority .....	11
<b>G</b>		Supplies .....	19
Grievance Procedure .....	6	Signature page.....	35
<b>H</b>		<b>T</b>	
Holidays.....	21	Technological Changes.....	14
Hourly Wages .....	34	Termination of Employment.....	14
<b>I</b>		Transfers, Voluntary.....	10
Insurance/Benefits		<b>U</b>	
Dental .....	26	Unsatisfactory Performance .....	16
Health .....	26	Unused Leave Days .....	14
Life.....	27	<b>V</b>	
Long Term disability.....	26	Vacancies .....	9
Vision.....	27	<b>W</b>	
<b>J</b>		Work Stoppages.....	24
<b>K</b>		Workers' Compensation .....	17
<b>L</b>		Working hours .....	19,20,21
Leaves of Absence		<b>X</b>	
Paid .....	22-23	<b>Y</b>	
		<b>Z</b>	
<b>L</b>			
Unpaid .....	24-25		