

**Agreement between
The Board of Education
of the
Waterford School District
and the
MESPA I
Secretaries**

2007 - 2012



**Human Resources
Personnel and Labor Relations
1150 Scott Lake Road
Waterford, MI 48328
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WATERFORD SCHOOL DISTRICT

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AGREEMENT
between the
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
and the
WATERFORD SCHOOL DISTRICT BOARD OF EDUCATION

This Agreement is entered into this seventeenth day of September, 2009 by and between the Board of Education of the Waterford School District, Waterford, Michigan, hereinafter called the "Board", and the Michigan Educational Support Personnel Association, hereinafter called the "Association", which has a local affiliate, the Waterford Michigan Educational Support Personnel Association I.

WITNESSETH

WHEREAS the Board and the Association, following extended and deliberate negotiations, have reached certain understandings with respect to hours, wages, terms and conditions of employment, for the Waterford secretaries it represents, it is hereby agreed as follows:

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ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Michigan Educational Support Personnel Association as the exclusive bargaining representative, as determined by a Michigan Employment Relations Commission Consent Election, certified on April 8, 1980, for Waterford School District secretarial personnel, for purposes of collective bargaining with respect to rates of pay, wages, and hours of employment.
- B. The term, "secretary", when used hereinafter in this contract, shall refer to employees included in the bargaining unit for bargaining, as set forth in the paragraph below. The term, "Board", when used hereinafter, shall refer to the Board of Education, the Superintendent, all other Central Office Administrators, Principals, Assistant Principals and all other supervisory personnel.
- C. The bargaining unit includes all permanent, full time and part-time (10 hours of work or more per week) secretarial/clerical personnel within the classifications, I, II, III, and IV, excluding, but not limited to the Superintendent's Secretary, Secretary to the Assistant Superintendent of Instruction, Secretary to the Assistant Superintendent of Human Resources, Human Resources Office Secretary, Business Office Accountant and Manager, Benefits Secretary, temporary employees, Data Processing and Printing Technicians, substitute secretaries, teacher aides, part-time secretarial/clerical employees (less than 10 hours of work per week), as well as any other non-certified and certified personnel not herein named.

If the Board creates a new secretarial position with the same or similar duties as are presently performed by members of the bargaining unit, it will be placed in one of the existing classifications, following written notification to the affiliate Association President.

- D. Membership in the Association shall not be a condition of employment in the Waterford School District, but membership is encouraged.
- E. The Board agrees not to negotiate with any secretaries' organization other than the Association for the duration of this contract. However, nothing contained herein shall be construed to prevent the Board from meeting with any employee, group of employees, or organizations other than the Association for the purpose of hearing and discussing their views; provided, however, that the Board will not engage in collective bargaining negotiations with any secretarial group other than the Association.

ARTICLE II EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. A secretary shall strive for excellence in his/her work, and take advantage of opportunities for continually improving his/her skills and relationships with the Board, co-workers, and the public.
- B. The Association and individual members thereof, agree to uphold and honor the policies, rules, regulations and practices of the Board and sections of this Agreement. Neither the Association, its representatives, nor any member, shall assume administrative or supervisory authority or direct employees to disregard the instructions or directions of the Board unless the Board is limited by this Agreement.
- C. Secretaries are responsible for maintaining a continuous high level of service to the welfare and benefit of the school district. Secretaries, therefore, are responsible for discharging their work assignments with proficiency and making a conscientious effort to meet all the duties of their positions.
- D. No Association representative, or secretary, shall engage in Association activities or business during employee working hours, without Board approval.
- E. The Association is hereby granted the right to reasonable use of school premises for its business meetings, after receiving prior approval from the Board, and providing it pays any overtime costs which may be incurred by the District.
- F. The Association may have reasonable use of the District's mail service and mailboxes for its business and social event announcements and may post notices on a part of the school bulletin boards in building lounges, provided all such announcements and notices contain the name of the Association officer or representative authorizing the same.
- G. Nothing in this Contract shall be construed to deny or restrict an employee's rights under the Michigan General School Laws, or applicable civil laws. The rights granted in this Contract are deemed to be in addition to those provided elsewhere. This paragraph is not deemed grievable under the grievance procedure herein.
- H. When the Board disciplines employees, it will not be arbitrary or unreasonable. No Seniority bargaining unit member shall be disciplined without just cause.

- I. A suspended or discharged seniority employee will be allowed to discuss his/her suspension or discharge with the President or Vice President for up to thirty (30) minutes. Nothing contained herein, however, shall prevent the Board from requiring the summary removal of the offending employee, if it appears that the safety of any person, property, or the maintenance of order requires such summary removal.

**ARTICLE III
BOARD'S RIGHTS**

- A. It is agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in, and be exercised exclusively by the Board without prior negotiations with the Association, either as to the taking of action under such rights, or with respect to the consequences of such action during the term of the Agreement. Such rights shall include, by way of illustration and not by way of limitations, the right to:
 1. The executive management and administrative control of the school system and its properties, facilities, equipment and the activities of its employees during employee working hours;
 2. Hire all employees, and subject to the provision of law, determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion, and to promote and transfer all such employees;
 3. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, dissemination, and/or selling its services, methods, schedules and standards of operation; the means, methods and processes of carrying on the work, including automation or contracting thereof, or changes therein; the institution of new and/or improved methods or changes therein;
 4. Adopt rules and regulations;
 5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, department, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 6. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge rights from employees as specifically provided for in this Agreement;
 7. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria;
 8. Determine and re-determine job content.

**ARTICLE IV
PROBATION, NEW POSITIONS & VACANCIES, TRANSFERS & PROMOTIONS,
SENIORITY, LAYOFF & RECALL**

A. PROBATION

1. Secretaries hired new to the district, or rehired after having quit, who are members of the secretarial bargaining unit, as defined, shall serve a probationary period of sixty (60) actual working days in their job assignments.

There shall be no seniority among probationary secretaries. The sixty (60) working day probationary period shall be accumulated within not more than one year. The sixty (60) working day period may be extended for any absences of the secretary during that period, by the number of said absences.
2. The Board retains exclusive right to discharge and to take any disciplinary action involving a probationary secretary and such action as deemed appropriate by the Board shall not be subject to the grievance procedure.
3. The sixty (60) working day probationary period for a secretary may be extended for up to thirty (30) working days upon written recommendation of the immediate supervisor to the Assistant Superintendent of Human Resources.

4. Credit for vacation allowance and sick leave shall be granted to the secretary for whom this Agreement provides vacation allowance and/or sick leave and who has satisfactorily completed the probationary period, retroactive to the number of work days of probation.
5. New probationary employees shall not be eligible for promotable positions until they have completed the probationary period. During the probationary period, the secretary's classification and hours will not be changed.

B. NEW POSITIONS AND VACANCIES

1. In the event a new secretarial position is established by the Board, not presently covered in the classification schedule, the Board will negotiate with the Association the classification placement of the position.
2. The Board shall give up to five (5) years experience credit on the salary schedule for new employees, effective with this Agreement only (no retroactive effect) for previous verifiable full-time, paid, secretarial or accounting work experience. The Administration shall have discretionary authority to apply this provision and to exclusively judge the amount of such credit to be applied.
3. Any secretary who terminates employment with the Waterford School District and is later rehired, shall be considered a new employee under this Agreement. All experience credit shall be limited to five (5) years and shall not apply as inside-of-system experience.
4. Any posting for new positions and vacancies shall include job title, job location, starting date and classification. Whenever possible, the Board will also list the minimum qualifications for the position and it will select for interview those secretaries, which, in its opinion, meet the minimum qualifications.

C. TRANSFERS AND PROMOTIONS

1. A transfer is a lateral change within a job classification where there is no addition or increase in compensation; for example, a movement to another building or to another job within the salary classification, falls into the definition of a transfer. A transfer can be requested by a secretary or made by the Board. The Board shall give ten (10) working days notice of involuntary transfer.
2. A transfer or promotion of a secretary to another classification will be at the same experience level held in the other classification.
3. Transfers shall be based upon the secretary's ability to meet the job qualifications, in the Board's judgment. The Board shall exercise its discretion as to the feasibility of honoring any or all transfer requests.
4. A promotion is a movement to a higher paying classification than the one in which the secretary is currently employed.
5. As each new position is created or as each vacancy occurs, notice of such vacancy will be posted on the intranet and the district website for five (5) working days if not filled by a person on leave. The posting will be emailed to the current President. Secretaries may request transfer or promotion through the Human Resources Office. Such request must be made in writing to the Human Resources Office, and copy given to the supervisor, setting forth the secretary's qualifications for the vacant position, and the reason for the requested change. The receiving supervisor/principal will consider all such applicants in the process of filling the vacancy, and with the approval of the Human Resources Office, the position will be filled. In the event of misunderstandings, the Human Resources Office will determine the assignment of secretaries and the decision will be final. Failure to follow the above procedure may cause the request to become null and void.
6. Employees placed in a new position by promotion, transfer, or otherwise, shall be required to satisfactorily complete a probationary period of thirty (30) working days, starting from the date of employment in the new position. The final determination of whether the employee is selected for any position rests with the Board.
7. The Association President will be given, in writing, the name of the person selected for the posted positions.
8. During the summer vacation period, those secretaries wishing to know of the postings as stated in Section 5, shall provide the Human Resources Office with three self-addressed envelopes with the

proper postage. The only responsibility of the Board is to send the postings out in the envelopes provided by the secretaries.

D. SENIORITY

1. Seniority shall be on a school district-wide basis, as established per this Agreement, in accordance with the secretary's last date of hire.
2. A secretary shall lose seniority status for the following reasons:
 - a. quits or retires;
 - b. is discharged, and the discharge is not reversed through the grievance procedure;
 - c. is absent from work for three (3) consecutive working days without notifying the Board or without approval of the Board;
 - d. overstays by three (3) working days a leave of absence, as herein provided, unless an extension is granted by the Board;
 - e. involuntary layoff for two (2) calendar years;
 - f. mandatory retirement;
 - g. if the secretary falsified the employment application, leave of absence application, and/or insurance application;
 - h. if the secretary does not return to work when recalled from layoff.
3. When more than one secretary is hired on the same day, seniority will be determined by alphabetical sequence.

E. REDUCTION OF SECRETARIAL PERSONNEL

1. In the event it is necessary for the Board to reduce the number of secretarial personnel/positions, the Board will give at least 10 calendar day's written notification to the Association and to the secretary(s) involved unless the reduction is caused by an emergency situation.
2. After having been notified that their position has been eliminated, the secretary shall fill a vacancy if the following conditions are met: 1) the vacancy occurs between the written notification from Human Resources Department to the secretary that their job has been eliminated and the date the job is eliminated, and 2) the vacancy is the exact same work year and exact number of hours a day as the job being eliminated, 3) same classification, and 4) the secretary can meet the job requirements of the position. If a vacancy does not meet the conditions as stated or the secretary cannot meet the job requirements of the vacant position, the secretary shall exercise district-wide seniority rights in the following order:
 - a. Shall bump the probationary secretary in the same classification if the secretary can meet the job requirements of the position;
 - b. If the secretary can not bump a probationary secretary, then the secretary shall bump the lowest seniority secretary in the same classification, if the secretary can meet the job requirements;
 - c. If the secretary can not fulfill the requirements of 2. a. and b. above, the secretary shall take the position of the probationary secretary in a lower classification; or if this is not possible, the secretary with the lowest seniority in a lower classification, if the secretary has more district seniority and can meet the job requirements of the position;
 - d. If the secretary does not have seniority rights to bump, the secretary shall be on layoff and placed on the recall list for two calendar years;
 - e. Movement to a lower classification shall be at the same experience salary step as presently occupied and at the new classification's rate of pay;
 - f. In the event the secretary who has bumped another secretary does not perform satisfactorily in the new position, the secretary shall be placed on recall status.

If a position becomes vacant or a position is created within one year after a position has been eliminated, the vacant/created position will be posted for all secretaries with the same work year (including the secretary whose position was eliminated with the same work year.) If the secretary whose position was eliminated does not apply or refuses the position if offered, she stays in her position and forfeits the right to a position in the same work year as the position that was eliminated.

3. Seniority secretaries on the recall list shall be placed on the secretarial guest list and be paid the rate established by the Board if they do substitute.
4. The Board has no obligation to recall probationary secretaries who are laid off.
5. Secretaries placed on the seniority recall list shall receive the following benefits:
 - a. Prorated earned vacation days to their day of layoff.
 - b. The prorated number of sick days up to the date of layoff will be added to their accumulated sick leave bank for use upon recall.
 - c. Those secretaries on the disability insurance program shall continue according to the terms of the insurance company.
 - d. The Board provides health insurance coverage as stated in Article V for thirty (30) days after layoff.
6. Secretaries who are laid off shall not gain seniority while on layoff.
7. Seniority secretaries on the recall list shall be recalled to work in reverse order of layoff in their classification or lower classification, if the secretary can meet the job requirements of the available position.
8. Should a laid-off secretary be assigned a position and refuse such appointment, the secretary shall lose all rights to be recalled, and shall be considered a "quit".
9. Notice of recall shall be sent to the laid-off secretary's last known address by registered or certified mail. If the secretary fails to report to work within five (5) work days from the date of mailing of the recall notice, the secretary shall be considered to have voluntarily terminated employment with the Waterford School District.
10. Each secretary is responsible for keeping the Human Resources Office informed, in writing, of any change of address, and will not be excused for failure to report for work because of a failure to so notify.
11. Before the Board reduces a secretary's work hours by more than one (1) hour, it will meet with the secretary and an Association representative, if requested, to discuss the reason for the reduction. Such meeting shall occur at leave five (5) work days prior to implementation of the reduction.

F. LAYOFF AND RECALL

1. In the event of a layoff, (a person who no longer has a job in MESPA I), the seniority secretary will be placed on the recall list. Probationary secretaries are not placed on the recall list.
2. Seniority secretaries on the recall list shall be placed on the guest secretarial list and be paid the rate established by the Board if they substitute.
3. The Board has no obligation to recall probationary secretaries who are laid off.
4. Secretaries placed on the seniority recall list shall receive the following benefits:
 - a. Prorated earned vacation days to their day of layoff;
 - b. The prorated number of sick days up to the date of layoff will be added to their accumulated sick leave bank for use upon recall;
 - c. Those secretaries on the disability insurance program shall continue according to the terms of the insurance company;

- d. The Board provides health insurance coverage as stated in Article V for thirty (30) days after layoff.
5. Secretaries who are laid off shall not gain seniority while on layoff.
6. Should a laid-off secretary be offered a position and refuse the position, the secretary shall lose all rights to be recalled, and shall be considered a "quit". If the secretary fails to report to work within five (5) work days from the date of mailing of the notice, the secretary shall be considered to have voluntarily terminated employment with the Waterford School District.
7. Seniority secretaries on the recall list with the highest seniority in their classification shall be allowed to apply and interview for position(s) in their classification or lower classifications, if the secretary can meet the job requirements of the available position.
8. The postings of vacancies shall be sent to the laid-off secretary's last known address by registered or certified mail. If the secretary fails to contact Human Resources Department within the posting's requirements, the secretary shall be considered to have voluntarily terminated employment with the Waterford School District.
9. Each secretary is responsible for keeping the Human Resources Department informed, in writing, of any change of address, and will not be excused for failure to report for work because of a failure to so notify.

G. REDUCTION OF WORK YEAR/HOURS

1. In the event it is necessary for the Board to reduce the work year/or more than one hour a day of a secretary, the Board will provide 10 calendar days written notification to the association and to the secretary(s) involved.
2. The secretary may bump an existing position held by the least senior secretary in the same classification for the purpose of maintaining their current work year/work hours provided they are qualified and have more seniority than the secretary they seek to replace.
3. If no secretary in the same classification has less seniority and an equal number of work year/hours of the position to be reduced then if qualified, the secretary being reduced in work year/hours may bump the least senior secretary in the next lower classification who works the work year/number of hours of the position to be reduced.
4. If the secretary can not bump in either their current classification or the next lower classification, the secretary will remain in their position with the reduced hours.

ARTICLE V INSURANCES

- A. The Board will provide the eligible permanent, full time seniority employee, who elects Board insurance, with the Waterford Health Plan, MEBS, with Summary Plan Description as of 11/1/08 to the extent such remains the same and remains commercially available. The health insurance will include a \$10 office visit and \$10/20 drug card (true \$10/\$20 prescription drug guidelines) in 2008-2009 and 2009-2010. It will include a \$10 office visit and \$10/30 drug card (true \$10/\$30 prescription drug guidelines) in 2010-2011. A joint association/district health care study committee will be established to investigate health care options and cost containments that could be agreed upon. The Board will determine the appropriate status as a single employee, married employee with spouse, or an employee with family.

The parties agree that dual coverage of health care insurance is prohibited. No one covered under a Board insurance plan will be dual covered. Any one with double health coverage shall reimburse the Board for the cost of their entire health coverage, the length of the school year when discovered.

Employees may volunteer to be involved with a Health Reimbursement Account (HRA) when provided by the Board.

Employees will be enrolled in the most cost effective manner.

- B. It is understood that any member of the bargaining unit who is covered by any other employee-paid group health and hospitalization policy is not eligible for the above coverage.
- C. The Board shall provide each seniority secretary working at least seven (7) hours a day, group term life insurance in the amount of \$25,000, with provision for double indemnity in the event of accidental death. Secretaries completing their probationary period will be eligible for the insurance the first month following completion of a satisfactory probationary period. These insurance benefits shall begin when the employee has properly completed the necessary forms and filed those with the Benefits Office, and when accepted by the insurance company. The insurance provides a thirty (30) day conversion right upon termination of employment. Any secretaries electing the right of conversion in order to keep their term life insurance in force must contact the insurance company within thirty (30) days of their last day at work.
- D. The Board will pay for those eligible secretaries who work less than 35 hours per week, but more than 10 hours per week, and/or those working less than 52 weeks, the prorated cost of insurance benefits provided to full time secretaries. The pro-ration will be based on the number of work hours and/or the number of months worked, if the secretary pays the other costs. Secretaries paying pro rata costs of health insurance shall have the option of payroll deduction or of cash payment for each month's premium, at least one week prior to the first day of that month.
- E. Insurance benefits provided herein shall begin when the secretary has completed probation and the necessary forms are submitted by the secretary and accepted by the company. Board payment for insurance protection shall terminate when the secretary's employment is terminated, or when the secretary is on a leave of absence without pay, or when the secretary is not receiving a wage from the Board, except as provided in this Agreement.
- F. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters.

- G. The Board, by payment of the premium payments required to provide the coverages set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board of Education or the secretarial association, nor shall such failure be considered a breach of any obligation by either of the two organizations.
- H. Disputes between beneficiaries of a secretary and any insurance company shall not be subject to the grievance procedure herein established.
- I. Long Term Disability
 - 1. The Board shall provide a long term disability insurance policy for seniority secretarial employees who work 35 or more hours per week, the terms of which policy shall prevail; said policy to provide monthly income protection in the amount of sixty percent (60%) of one-twelfth (1/12) of an employee's yearly straight time salary with the District. This benefit shall begin six (6) calendar months after the date of illness or injury as verified by a physician's statement and will be based on the employee's wage rate at the time the illness or injury occurred.
 - 2. The benefit shall extend to the secretary's sixty-fifth birthday, death, or until the secretary is declared able to return to work full time by the insurance company. Any benefits provided by the Board, the State of Michigan or the Federal Government, shall be deductible from this insurance compensation. Secretaries working less than a twelve month work year shall not be eligible for disability insurance payments during the summer weeks not worked.
 - 3. In the event the secretary returns to work part-time during rehabilitation, sixty percent (60%) of the difference between what the secretary earns for the part-time employment and one-twelfth (1/12) of the straight time annual wage at the time of disability shall be provided by the insurance company.
 - 4. The benefits of the insurance policy do not apply to disabilities resulting from pregnancy, miscarriage, or abortion; intentionally self-inflicted injuries; disabilities resulting from the commission of or attempted commission of an assault, battery or felony, or those due to war, an act of war, insurrection, rebellion, or participation in a riot.
- J. The Board shall provide full-time eligible secretaries with a dental insurance program Type I, Preventative 100%, Type II Restorative; participating provider 80%/nonparticipating Provider 50%; Type III Replacement Services 50%; Type IV Orthodontia Services 70%. Type I, II, III maximum annual benefit per covered member \$1,000; Type IV is a maximum lifetime benefit of \$700.
- K. The Board shall provide family vision insurance to full-time eligible secretaries at no cost to them.

**ARTICLE VI
LEAVES**

A. SICK LEAVE

- 1. The purpose of the sick leave program is to provide income protection, to the extent herein provided, during periods of involuntary absence from employment due to personal sickness or injury to the secretary. If the secretary receives Board-provided compensation during such absence, then only the difference between the regular salary and the compensation shall be paid.
- 2.
 - a. Sick leave shall not be granted to probationary employees
 - b. Sick leave shall be defined as personal illness of the Waterford secretary due to infectious disease, contagious disease, organic defects and mental disorders. Sick leave shall also include a physical disability caused as a result of accidental injury. Personal illness shall not be used for such reasons as cosmetic surgery, sex change operations, and any elective medical treatment, or for any surgical procedure that can be scheduled during non-work days. The benefits of the sick leave plan do not apply to voluntary abortion, sterilization, intentionally self-inflicted injuries, disabilities resulting from the commission of an assault, battery or felony; or those due to war, insurrection, rebellion, or participation in a riot.
 - c. To receive paid sick leave time for a mental disorder or an emotional condition, the problem must be verified by a psychiatrist, which may be confirmed by a Board-appointed physician.

- d. The sick leave benefits extend only to an employee's regular position and do not include overtime and employment for extra compensation.
 - e. Paid sick leave is for the personal use of the secretary employed by the Waterford School District. Sick days cannot be used because a member of the secretary's family is ill or for any other purposes than personal illness of the Waterford secretary as herein defined.
3. Seniority secretaries shall receive one (1) day of sick leave per month worked within a fiscal year, with unlimited accumulation.
 4. Each seniority secretary, after working one full pay period of the work year, shall be credited with the total sick leave for the work period. If the secretary uses all of the unearned sick leave and cannot return to work, the money shall be returned to the Board for the unearned days.

B. APPROVED LEAVES OF ABSENCE WITH PAY, NOT DEDUCTIBLE FROM THE SECRETARY'S SICK LEAVE BANK

1. When approved by the immediate supervisor/principal, the following paid leaves of absence shall be granted and not deducted from the secretary's sick leave bank:
 - a. A maximum of up to five (5) days per work year shall be granted for each death or each confinement of a member of the immediate family in a hospital, listed by the hospital as in serious condition, (immediate family is defined as spouse, mother, father, son or daughter). If more time is needed, vacation days may be used.
 - b. A maximum of up to three (3) days per work year shall be granted for each death or each confinement of a relative in a hospital, and listed by the hospital as in serious condition (relative is defined as brother, sister, grandparents, mother-in-law, father-in-law, or grandchildren). If more time is needed, vacation time may be used.
 - c. A maximum of two days in the school year when an emergency illness or injury requires the hospitalization of a spouse, son, or daughter.
2. A maximum of up to two (2) days per work year for approved absence leave may be granted for the following reasons, if it is absolutely impossible to transact on a non-work day or vacation period:
 - a. medical/dental appointments;
 - b. Court subpoena to appear as witness;
 - c. Attendance at the funeral of a friend or a relative not listed in B., 1;
 - d. Mortgage closing (the number of hours needed);
 - e. Internal Revenue audit (the number of hours needed);
 - f. Other similar reasons.
3. A secretary called for jury duty during working hours shall receive a leave of absence for the time served on jury duty during working hours, if the duty is verified in writing and notification is given before the duty is served. The secretary will be paid the regular earned salary, if the juror's pay is turned in to Payroll.
4. Approved visitation at other schools or for attending an in-service conference.
5. Further leaves may be granted at the discretion of the Board.
6. In the case where compensation is paid during an absence, only the difference between the employee's regular salary and such compensation will be paid.
7. If the secretary is required to appear in court on a school district or school building matter, there will be no deduction in pay or leave time for the time required for the secretary to be in attendance.

C. LEAVES OF ABSENCE WITHOUT PAY

1. When approved by the Assistant Superintendent of Human Resources, a maximum of ten (10) working days may be granted for the following reasons:
 - a. Occasional personal leave which could be arranged at another time, or for which the school district feels no responsibility, such as a honeymoon, shopping, to seek another position, an extension of a vacation period, activities of spouse, and/or children, hunting, marriage, divorce or similar reasons.
 - b. Activities of the Association.

2. When approved by the Assistant Superintendent of Human Resources, unpaid long term leaves as listed below, may be granted for reasonable periods not to exceed a maximum of one year, to a secretary with at least one year of seniority. At least thirty days before the leave expires, the secretary shall send written notification to Human Resources of his/her desire to return to work or forfeit the right to return.

The secretary will be returned to a position for which he/she is qualified, (in the opinion of the Board), when one becomes available; if proper notification has been given. The Board's obligation to re-employ after such leave of absence shall end after one year after termination of the leave.

 - a. For full time study at a college, university or business school;
 - b. To care for a member of the immediate family who is ill;
 - c. Secretaries who have requested to return from a leave of absence will be considered for re-employment before an open position is posted if the position is in the same or lower pay classification held by the person on leave.

If a secretary on leave has requested to return and the open position is a higher pay classification than the one previously held by the secretary, the Board will follow Article IV provisions for promotion.

3. Except in cases of emergency, as judged by the Assistant Superintendent of Human Resources, these leaves shall not be granted in the first or last week of the school year.

D. ADOPTION LEAVE

A leave of absence without pay for up to 12 months may be granted to the secretary with one year of seniority, who adopts a child. Such leave will commence upon entry of an order terminating the rights of the natural parents by the Probate Court. At the end of the leave, the secretary shall be returned to an open position for which qualified, except if no position is available, the leave will be extended for up to twelve more months, or until a position for which the secretary is qualified is available, whichever occurs first.

E. OTHER LEAVES

The Assistant Superintendent of Human Resources may grant leaves for reasons not covered in this Article, including health leaves or extensions of the above leaves, when the Assistant Superintendent of Human Resources believes such extension to be in the best interests of the school district. Each request for this leave will be considered on its individual merit. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave should be granted is final.

F. GENERAL CONDITIONS OF ALL LEAVES

1. The Board normally will not require a physician's statement for every individual sick day of a secretary, but may require one in the following instances:
 - a. If the employee has an excessive absenteeism record;
 - b. If the bargaining unit has an unusual number of members absent on the same day or from the same facility;
 - c. After three consecutive days of illness;
 - d. An absence the day before and/or the day after a holiday or vacation period.

2. Salary for a holiday shall be paid only when the work days preceding and succeeding the holiday are worked. If the secretary indicates that illness was the cause of such absence, the secretary shall furnish a doctor's statement certifying the illness within three (3) work days after such absence, if requested by the Board.
3. Secretaries on an approved leave of absence of sixty (60) work days or less shall be returned to their regular positions. A secretary returning from an approved leave shall retain earned in-service experience credit.
4. The Board may send secretaries to its physician before and after leaves for sickness or childbearing and for health and/or disability concerns.
5. Upon return from any approved leave of more than sixty (60) work days, the Board shall return the secretary to an open position for which it believes the secretary can meet the specific skill and job requirements. If no position is available for the secretary at the end of the leave, the Board shall extend the leave until an opening occurs for which the secretary has the specific skills and job requirements, but, in no event, will the leave be extended more than twelve months after the original leave ends.
6. Physician's statements are to be given to the Human Resources Department before employee returns to work.

**ARTICLE VII
WITHHOLDING DEDUCTIONS/AGENCY SHOP**

- A. Deductions from the regular salary of secretarial employees shall be made upon proper authorization to the Board of Education.
- B. The following deductions are authorized; Federal and State Income Tax; Social Security, Retirement, Health Insurance, Credit Union, United Fund, Fixed and Variable tax-deferred annuities, as determined by the Board.
- C. **AGENCY SHOP - PAY DEDUCTION**
 1. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain or drop their membership as they see fit. Neither party shall exert pressure on or discriminate against an employee in regard to such matters.
 2. Except as provided elsewhere herein, all employees in the bargaining unit, on the sixtieth (60th) work day following the beginning of their employment, or the execution of the Collective Bargaining Agreement, whichever is later, as a condition of employment, either:
 - a. Remain or become members of the Association, or
 - b. Pay to the Association a service fee equal to the annual dues of MESPA and its local affiliate (MESPA I). Upon objection made in accordance with the policies of MESPA and MESPA I, no agency fee payer shall be required to support an ideological cause that is unrelated to employee representation in collective bargaining, contract administration and grievance adjustment.
 3. The interpretation, application, administration and enforcement of this Section shall be in accordance with the requirements of the Labor Management Relations Act of 1947, as amended, and construed by the National Labor Relations Board, Federal Courts, Michigan Attorney General's Opinions, and to the extent that it does not conflict with any Federal or State Laws.

To this end, it is understood and agreed that the following items are necessary:

 - a. **Grace Period:** There shall be a grace period from date of employment or effective date of Agreement, whichever is later, for employees to evaluate the situation and make their decisions.
 - b. **Availability of Membership:** The Association must permit employees to join the Association.
 - c. **Equal Membership:** The Association must allow membership on an equal basis; full participation must be on an equal basis.

- d. Application for membership: As a condition of employment, the Association cannot deny an employee membership or the right to pay the service charge if she/he has tendered or offered to pay.
 - e. Dues and Fees: An employee need only tender periodic dues to retain his/her employment. Assessments, fines etc., are not considered within the dues.
4. Exceptions to Section 2 above shall be:
- a. Temporary employees shall not be required to join the Association or pay a service charge thereto.
 - b. Part-time employees and employees hired after the contract's effective date, shall be required, as a condition of employment, to tender (through direct payment or deduction authorization) only a pro rata amount of the membership dues or service charge. Such pro-ratum shall be based on a maximum of ten (10) months (school year), the number of months remaining in the school year (within a month, it is the majority of days left that shall govern), and the number of hours worked as compared to a full time employee.
5. In the event that the employee covered by Section 2 above does not join the Association, either directly or through a voluntary deduction authorization, as provided in Section 7 below, on the sixtieth (60th) work day as required, such employee shall be terminated in conformance with the policy of the Board; provided the Association has complied with the following:
- a. Fulfillment of the requirements and necessary items set forth in Section 3 and elsewhere in this Section;
 - b. Fulfillment of its fiduciary obligations by sending written notice to the employee, with copy of same to the Board, that she/he has an obligation to tender dues or service charge, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made;
 - c. Fulfillment of its responsibilities by sending written notice to the employee (copy to the Board) that he/she has not fulfilled her/his obligations by the requisite date or reasonable period of time thereafter, and that a request for her/his termination is being made to the Board;
 - d. By stating in the request for termination that such request is in conformance with the provisions of this section, that the employee has not complied with her/his obligations, that it is an official request of the Association and that the "save harmless" clause, set forth in Section 12, a., below, shall be put into effect.
6. If an employee has tendered directly to the Association her/his membership dues or has a written authorization in effect requiring the deduction of dues, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Association.
- The Association cannot cause the discharge of an employee who has resigned from, or has been expelled by the Association, for any reason other than her/his failure to tender the dues to the Association, either directly or after revocation of his/her authorization.
7. In the event an employee does not tender his/her payment of dues or service charge directly to the Association, she/he may execute a written authorization to the Board for deduction from her/his pay. Such written authorization to the Board for deduction from her/his pay must be voluntary and is revocable from year to year, preferably between June 1 and September 1. The deductions permitted under the authorization shall be:
- a. Association Member - the regular and equal amount of the Association dues, excluding fines, assessments, etc.
 - b. Non-members - the amount of Association dues, referred to as "service charge", devoted directly to collective bargaining, contract administration and grievance adjustment, as certified by the Association.
8. The Procedure for deductions shall be:
- a. By August 1, of each year of this Master Agreement, the Association shall certify to the Board, in writing, the current rate of dues. No changes, in dues deduction privileges will be permitted, unless the Association assumes the cost of such change.

- b. Deductions for Association membership dues and non-members service charge shall be one-tenth of such amount from the regular salary check each month for ten (10) months, beginning in September, and ending in June of each year, after receipt of a signed authorization by the individual employee.
 - c. By the fifteenth (15th) of each succeeding month, the Board shall transmit the monies to the Association President.
9. The following requirements are understood and agreed to by the parties:
- a. At the beginning of each month, before the dues deduction, the Association shall send a list of employees who have signed authorizations, revoked authorizations, paid directly to the Association, the amount of monies outstanding from an employee, and any other pertinent information necessary to the orderly administration of this Section.
 - b. Accompanying the transmittal of monies deducted, the Board shall send a list of employees who have had monies deducted from their pay, the amount to be deducted from future paychecks, receipts of signed authorizations, and/or revocations, and any other pertinent information necessary to administer this Section.
 - c. If an employee shall leave the employ of the Board before the completion of her/his deductions, her/his obligation under this Section ends on the last day of the month her/his employment is terminated, and the Association will hold the Board harmless for any collection of dues remaining.
 - d. The Association shall hold the Board harmless on account of any monies deducted and remitted to the Association pursuant to this Section.
10. If any of the provisions of this Section are attacked or made the subject of a lawsuit or contested in an administrative agency proceeding, the following shall be done:
- a. All monies to be paid or deducted as the case may be, except those authorized in writing, shall be placed in an escrow account pending final adjudication of the outcome of the suit(s) or contestations.
 - b. No employee who has received a termination notice pursuant to this Section shall be terminated until there is a final adjudication of the suit(s) or contestation. If, however, such employee has not filed suit, joined or participated in a suit, or sought to exhaust her/his administrative remedies, her/his services shall be terminated.
11. If any court of competent jurisdiction or administrative agency holds that an "Agency Shop" clause is invalid, illegal or unconstitutional, or that it violates any Federal or State law, this "Agency Shop" clause, or any part thereof, (which this Section does not conform to or with) shall be null and void and the Association shall reimburse all employees who have been required to pay either dues, or service charges; provided such employees must request the Association for reimbursement within thirty (30) days of such court, agency, or legislative decision or action.
12. As a condition of the effectiveness of this Section, the Association agrees:
- a. to indemnify and save the Board, each individual School Board Member, and all administrators harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.
13. If, at any time during the duration of this Contract, the Association authorizes, causes, or engages in or sanctions any strike, sick-out, or work stoppage of any kind; or pickets, or if there is a refusal to perform the duties of employment by employees, then this Section shall become null and void and inoperative during the life of this Agreement.

ARTICLE VIII VACATIONS

- A. The vacation periods granted shall be scheduled by the secretary's immediate supervisor/principal during days when school is not in session. Exceptions may be made by the Assistant Superintendent of Human Resources for twelve month secretarial employees only if there are no increased costs to the District and it is convenient to the Board.

- B. The vacation rate shall be the secretary's regular rate for the scheduled work period, not including any overtime benefits.
- C. All requests for vacations by twelve month secretaries shall be submitted to their supervisors/principals on or before June 15. If a conflict exists within a building, between vacation requests, preference shall be given to the secretary with seniority.
- D. Twelve month secretaries shall take their earned vacation during the fiscal year after the fiscal year in which the vacation is earned. Less than twelve month secretaries shall take their vacations during the current school year when students are not in school. When a less than 52 week secretary is hired as a 52 week secretary, he/she shall have the option to use no more than one half (1/2) of the vacation days that he/she earns during the current fiscal year of his/her 52 week assignment. It is understood that this option is only available the first year in the new 52 week position.
- E. Credits for earned vacation will be received only for those months in which a secretary received pay for the majority of the scheduled working days of that month.
- F. A secretary who is laid off, retired, or terminated, will receive pay for all earned unused vacation and the secretary who may have used more vacation days than were earned, shall repay the Board.
- G. All fifty-two week seniority secretaries shall earn annual non-accumulative credit toward vacation with pay as follows:

Fiscal Year Worked	Earning to take the following fiscal year	To take during the present fiscal year
First	5/6th day per month	0
Second	10 days	5/6ths x number of months worked first year
Third	10 days	10
Fourth	10 days	10
Fifth	10 days	10
Sixth	15 days	10
Seventh	15 days	15
Eighth	15 days	15
Ninth	15 days	15
Tenth	16 days	15
Eleventh	17 days	16
Twelfth	18 days	17
Thirteenth	19 days	18
Fourteenth	20 days	19
Fifteenth	20 days	20

- H. Less than fifty-two week seniority secretaries shall earn annual non-accumulative credit toward vacation with pay as follows:

<u>Fiscal year of Work</u>	<u>Vacation Days</u>
First	5/6 x months worked
Second	9
Third	9
Fourth	9
Fifth	9
Sixth	10
Seventh	10
Eighth	11
Ninth	11
Tenth	12
Eleventh	12
Twelfth	13
Thirteenth	13
Fourteenth	14
Fifteenth	14

Less than fifty-two week seniority secretaries shall take vacation days as follows:

1. Secretaries have a choice to receive their appropriate vacation pay for those days that they are not scheduled to work (non school days) as determined by the school calendar, or to receive their vacation pay at the end of their work year.
 2. The secretary choosing to receive allocated vacation pay during the school year, who had additional vacation days, will either receive pay for such days at the end of the work year, or, if approved by the immediate supervisor, may take those additional days while school is in session.
- I. Earned vacation days may not be postponed from one year to the next, but will be forfeited unless taken.
- J. It is agreed that when a 10 1/2 month secretary works beyond his/her regular work year during the summer, in the same position held during the year, the secretary will be eligible for the following benefits if he/she works the majority of work days in a month:
1. Paid health insurance, if the secretary was enrolled in the District's plan during the regular work year.
 2. July 4 as a paid holiday, if the secretary works the day before and day after.
 3. One sick day.
 4. The secretary shall also earn 5/6th of a vacation day if she/he works 14 consecutive days in a given month. This time can either be paid during the summer, or taken during the regular work year, as determined by the secretary's immediate supervisor.

ARTICLE IX HOLIDAY ALLOWANCE

- A. If celebrated by the school district, the following holidays are granted to seniority secretaries at their regular rate of pay, if the holidays occur during the regular work term; if the secretary works the scheduled work day before and the scheduled work day after the holiday; or if the secretary is on an approved paid leave of absence..
1. Holidays for less than fifty-two week secretaries are:
 - Labor Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - December 24
 - December 25
 - December 31
 - January 1
 - Good Friday
 - Monday after Easter
 - Memorial Day
 2. Holidays for fifty-two week secretaries are all those listed in "1.", above, plus July 4.
- B. Whenever secretaries cease to receive Board pay, they shall cease to receive holiday pay as well.
- C. If school is in session during a holiday, then the holiday will be rescheduled. When a designated holiday falls on a Saturday, the Friday before will be observed as the holiday for the purposes of this Agreement. In the event that such holiday shall fall on a Sunday, it shall be observed for purposes of this Agreement on the following Monday.
- D. Secretaries who are on an approved unpaid leave of absence of less than ten (10) days shall not lose holiday pay if a holiday occurs during this period. This applies only to leaves approved under Article VI, "Leaves", Sections C., 1. and F. This does not apply to any other leave.

**ARTICLE X
OVERTIME**

- A. All overtime hours to be worked must be approved on the appropriate forms by the secretary's supervisor prior to being worked.
- B. All overtime must be worked on school premises. No pay or time off shall be given for work done at home, and all compensatory overtime must be taken in compliance with the law.
- C. All overtime shall be paid with compensatory time off, except that under the conditions listed below, pay in lieu of time off may be given:
 - 1. If the overtime was accumulated due to second semester pre-enrollment or registration for the beginning of the school year, pay may be given.
 - 2. Working on Saturday, Sunday or a Holiday.
- D. Pay in lieu of compensatory time may be given if there are unusual conditions and the secretary's supervisor receives approval from his/her immediate supervisor for the overtime to be worked.
- E. All overtime worked beyond forty (40) hours paid per week shall be at time and one-half. All hours worked over thirty-five (35) but less than (40) hours in one week, shall be at straight time. It is expected that from time to time, secretaries may be required to spend a few minutes beyond the regular day on their jobs; - this is not to be considered overtime.
- F. Overtime pay shall be paid in the same pay period or the next pay period after it is worked.
- G. Authorized overtime worked in the last two weeks of the school year for less than fifty-two week secretaries shall be paid in lieu of time off.

**ARTICLE XI
WORKING HOURS**

- A. The normal period of employment for secretaries shall be:
 - 1. Fifty-two week secretaries: July 1 through June 30, each year of the Agreement;
 - 2. Less than fifty-two week secretaries:
 - a. In those buildings with students, the normal period shall be one week before school opens (first day that tenured teachers return to work) through one week after school closes (last teacher work day);
 - b. In other new secretarial positions, (those established after ratification of this Agreement) the Board shall determine the work period of the secretaries.
- B. Less than fifty-two week secretaries required to work beyond their normal work period shall be paid at their regular rate.
- C. All secretaries shall take a duty-free lunch period of not less than one-half hour, nor more than one hour, as determined by the Board for each position.
- D. Full time employees will be provided a fifteen minute relief period in the morning and afternoon as determined by the Board. Part-time employees working more than three hours per day shall receive one fifteen minute relief period during the day.
- E. The starting and ending times and hours needed per day for each secretarial position shall be determined by the Board. The normal daily work schedule for regular full time secretaries shall be seven (7) hours per day, excluding an unpaid lunch period.
- F. If a secretary is required to assume the full duties of another secretarial position, the secretary shall receive the rate of pay for this position, effective the eleventh consecutive work day. This provision does not apply when a secretary is covering for another secretary on vacation.
- G. Secretaries hired July 1 through February 1, inclusive, will receive credit for one (1) year of inside-of-system experience on the following July 1. Secretaries hired February 2 through June 30, inclusive shall not receive credit for inside-of-system experience on the following July 1.

- H. A secretary working as a substitute during the summer shall receive her rate of pay if used for more than eleven consecutive work days.

ARTICLE XII GRIEVANCE PROCEDURE

A. DEFINITION

A "grievance" is a claim based on a secretary's belief that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

The "Grievance procedure" shall not apply to any matter which is prescribed by law, or State regulation, or over which the Board is without power to act. No Board prerogative shall be made the subject of a grievance. A grievance may be filed by an aggrieved employee or by the Association, when-ever the grievance applies to more than one building and a group of employees with a common complaint has requested such action.

B. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

1. STEP ONE

A secretary with a grievance shall first discuss it with the immediate supervisor/principal, within nine (9) calendar days from the time of the incident over which the secretary is aggrieved. At the secretary's option, one Association representative may be present at this discussion in an attempt to resolve the problem.

If the grievance is not resolved, the matter shall be reduced to writing by the grievant and submitted to the same supervisor/principal. The written grievance must be given to the supervisor/principal within six (6) calendar days of the time of the informal discussion with the supervisor/principal, in order for it to proceed. Within six (6) calendar days after presentation of the written grievance, the supervisor/principal shall give a written response to the grievant.

2. STEP TWO

In the event that the aggrieved secretary is not satisfied with the disposition of the grievance in Step One, or in the event that no decision has been rendered within six (6) calendar days after presentation of the written grievance, the grievant may file the grievance in writing with the Association or its representative within nine (9) calendar days after the decision in Step One.

The Association shall make a judgment on the merits of the grievance. If the Association decides either that the grievance lacks merit or that the decision in Step One is in the best interests of the educational system, it shall so notify the secretary and the Board and the matter, insofar as the Association is concerned, is terminated. If the Association decides that, in its opinion, the grievance has merit, it shall refer such grievance in writing to the Assistant Superintendent of Human Resources, or such other person as the Superintendent may designate within twelve (12) calendar days after the Step One Grievance decision. Copies shall also go to the Superintendent, the appropriate Director and the secretary's supervisor.

Within nine (9) calendar days after the Assistant Superintendent of Human Resources receives a grievance, a meeting with the aggrieved secretary and representatives (maximum - three) of the Association shall be scheduled in an effort to resolve the grievance. If the grievance is transmitted directly to the Assistant Superintendent of Human Resources, (omitting Step One), a meeting will be scheduled with the Association within nine (9) calendar days. The decision on the grievance shall be rendered in writing within nine (9) calendar days after such hearing; copies sent to the aggrieved, the Association, the Supervisor/Principal, Director and the Superintendent.

3. STEP THREE

If the grievance is not settled at Step Two, it may be referred in writing to the Superintendent within nine (9) calendar days after receipt of the notice at Step Two. The Superintendent shall hold a hearing on the grievance within fifteen (15) calendar days, providing an opportunity for the secretary(ies) to present her view, along with others who may be invited to testify. The Association shall be present to state its view. The written decision of the Superintendent shall be rendered within nine (9) calendar days after the close of

the hearing and submitted to the aggrieved, the Association, the Principal/Supervisor, the Director and the Board of Education.

4. STEP FOUR

If the grievance is not settled at Step Three, it shall be referred in writing to the Board of Education within nine (9) calendar days after receipt of the notice in Step Three. The Board shall hold a hearing within thirty (30) calendar days or designate one or more of its members to hold a hearing, or otherwise investigate the grievance or prescribe such other procedure as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its view at this Step. Within twenty (20) calendar days, the Board or such representative as it may authorize, shall render a decision on the grievance and present it in writing to the aggrieved secretary, the Association, the Principal/Supervisor, the Director and the Superintendent.

5. STEP FIVE

If the grievance remains unresolved at the conclusion of Step Four, it may be submitted for binding arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Board within nine (9) calendar days after the date of the Board's written decision at Step Four. Within seven (7) calendar days after the date of the written notice to the Board, the Association must file a request for arbitration with the American Arbitration Association or the grievance is closed.

The Arbitrator must then be selected according to the rules of the American Arbitration Association. The case shall be heard and presented in accordance with the rules of the American Arbitration Association.

All Arbitration Hearings shall be held in the school district.

The Arbitrator shall hear the grievance, if within the Arbitrator's powers, and shall render a decision in writing within thirty (30) days from the close of the hearing. The Arbitrator's decision shall be submitted in writing and shall set forth the Arbitrator's findings and conclusions with respect to the issues submitted to arbitration.

C. POWERS OF THE ARBITRATOR

It shall be the function of the arbitrator, except as the arbitrator's powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish salary scales or change any salary.
3. The arbitrator shall have no power to rule on any of the following:
 - a. The termination of services of, or failure to re-employ any probationary employee;
 - b. The placing of a probationary employee on additional probation;
 - c. Any matter involving employee evaluation;
 - d. Any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law.
4. The arbitrator shall have no power to change any practice, policy or rule of the Board, nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rules or any action taken by the Board. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and the arbitrator shall not imply obligations and conditions binding upon the Board from this Agreement. It is understood that any matter not specifically set forth herein remains with the reserved rights of the Board.
5. In rendering decision, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement

6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator on which there is no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
7. There shall be no appeal from an arbitrator's decision if within the scope of the arbitrator's authority set forth above. It shall be binding upon the Association, its members, the secretary or secretaries involved, and the Board.
8. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.
9. Claims for back pay: All grievances must be filed in writing within five (5) calendar days from the time the alleged violation occurred. The Board shall not be required to pay back wages more than seven (7) calendar days prior to the date a written grievance is filed except in the case of a pay shortage of which the secretary could not have been aware before receiving pay. Any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the secretary files the grievance within seven (7) calendar days after receipt of the pay.
 - a. All claims for back wages shall be limited to the amount of wages that the secretary would otherwise have earned, less any compensation that may have been received from any source during the period of the back pay.
 - b. No decision in any one case shall require a retro-active wage adjustment in any other case, unless other cases were filed and pending on the representative case.
10. The arbitrator cannot grant relief extending beyond the termination date of this Agreement.
11. It is understood that the arbitration clause shall not be applicable to the grievance procedure when such grievance arises in the period between the termination of the present agreement and the effective date of its successor.
12. The arbitrator may not make an award, which, in effect, grants the grievant and/or the Association that which it was unable to secure during collective negotiations.

D. RIGHTS OF SECRETARIES TO REPRESENTATION

1. Any grievant(s) may be represented at all stages of this grievance procedure by a person of their own choosing, except that they may not be represented by an officer, member, or representative of any secretarial organization other than the Association. When a secretary is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of this grievance procedure. Either party at any Step may be represented by counsel, but reasonable notice shall be given to the other party in advance, if counsel is to be present.
2. Nothing contained herein shall be construed to prevent any individual secretary from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

E. MISCELLANEOUS

1. Steps Two, Three, and Four of this grievance procedure may be passed to the next level for any reason as determined by the Board, or its representative (e.g. - no authority to make the judgment; a decision has been rendered in a similar previous case). However, a hearing must be held at one of the Steps.
2. It is assumed that the grievance problems will be handled at times other than when the secretary is at work, and that members of the Association will be present to process grievances promptly. In the event this is not possible due to conflict in schedules (unwillingness of witnesses to testify after hours) or for other reasons, the grievance will be processed after the working day and the Association (or the secretary, if the Association will not represent) will pay the cost of its witnesses and members and the Board will pay its witnesses. If the Board determines to hold the grievance hearing during the work day, then there shall be no charge to the Association and/or the secretary.

3. If a secretary pursues the grievance without Association support as prescribed in Step Two, the right of the Association to be present to present its view at hearings in Steps Two to Five is preserved and the Association is to receive copies of written decisions at all Steps.
4. If more than one secretary has a similar complaint which has been individually discussed as provided in Step One, the Association may file a grievance to be commenced at Step Two, in lieu of individual grievances.
5. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit shall permit the Association to proceed to the next step of the procedure.
6. Failure to file the grievance in writing, as specified in Step Two, or to forward as specified in Steps Three, Four and Five, shall mean the grievance is waived.
7. The secretary must be present at any level of the grievance procedure where the grievance is to be discussed.
8. 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 on the grievance.

**ARTICLE XIII
RESIGNATION AND RETIREMENT**

- A. When a secretary desires to terminate employment, there must be at least ten (10) working days notice of resignation, in writing, given to the immediate supervisor and the Assistant Superintendent of Human Resources. Resignations of shorter notice shall automatically forfeit all vacation benefits unless the Assistant Superintendent of Human Resources agrees that the secretary may resign with less notice.
- B. The date of resignation automatically forfeits any future rights and benefits under this Agreement. In the event of re-employment in more than 90 calendar days after resignation, such secretary shall be considered a new employee.
- C. Any secretary who terminates employment with proper notice will receive all earned vacation time up to and including the last day worked.

**ARTICLE XIV
LOSS OF POSITION**

- A. One of the reasons secretaries shall lose their positions occurs when they become physically or mentally unable to perform their duties satisfactorily. However, a secretary may request a health leave as provided for elsewhere in this Agreement, rather than terminate employment. The Board may require a physician's statement, or, at its expense, require an appropriate examination to determine a secretary's fitness.

**ARTICLE XV
NEGOTIATIONS PROCEDURES**

- A. At least ninety (90) calendar days, but not more than one hundred fifty (150) calendar days prior to the expiration of this Agreement, negotiations will begin, upon receipt of a written request by one party to the other party to begin negotiations for a new Agreement.
- B. In any negotiations herein described, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives within or outside the school district. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. Negotiations will be held at such place as may be mutually agreed upon. All agreements are tentative until completion of the total Agreement and until the Agreement has been ratified by both parties.
- D. Negotiations shall be carried on at a time mutually agreed upon.

**ARTICLE XVI
MISCELLANEOUS PROVISIONS**

- A. Complaints by a parent directed toward a secretary shall be called to the secretary's attention, if a permanent record is to be made of such complaint.
- B. Secretaries are not required to administer more than emergency first aid to students.
- C. Secretaries shall not administer disciplinary punishment to students.
- D. When the Board of Education closes school to all employees due to inclement weather, secretaries will not be required to report to work.
- E. Authorized secretaries who are required by the Board to furnish transportation and travel as part of their work for the school district shall receive the district rate.
- F. Salary checks for all secretarial personnel will be issued bi-weekly during their work year. Allowances will be made for unusual circumstances.

Employees will have the option to escrow with the district a percentage, determined by the employee, of his/her wage to be paid back to the employee when the employee requests it.

- G. From time to time, the Board may assign students to assist secretarial personnel as part of the educational work experience. The use of students shall not result in a reduction of the secretarial work force.
- H. It is understood that disciplinary action may be taken by the Board. A written warning, time off without pay, discharge, or such other action may be invoked. However, a grievance may be filed when a secretary who has completed her probationary period is discharged or disciplined.
- I. If any provision of this Agreement, or any application of the Agreement to any secretary or group of secretaries shall be found contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- J. Special Conferences

Special conferences for important non-grievable matters will be arranged between the President of MESPA I and the Assistant Superintendent of Human Resources, or their designees, upon the request of either party. Such meetings shall be between three (3), but not more than four (4) representatives of the MESPA I and the Board. Requests for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters discussed shall be confined to those included on the Agenda. Conferences shall be held between 4:00 p.m.

and 5:00 p.m. Any matter discussed at a special conference shall not become a matter of further negotiations, beyond the special conference, unless each party mutually agrees. Such matters may be negotiated for subsequent Agreements, as provided in Article XXI.

- K. Aides shall not be used in positions of displaced secretaries, nor shall aides be hired to perform the duties normally performed by the secretary.
- L. The Association President shall be released, upon the approval of the Assistant Superintendent of Human Resources, for the amount of time needed to attend employee-employer relation matters within the District. Further, upon the request of the Association President and approval of the Assistant Superintendent of Human Resources, short-term leaves for conducting Association business, may be granted. In this instance the Association shall reimburse the Board the amount of wages paid during such leaves.
- M. Any future fees for fingerprinting current employees will be the responsibility of the employee.

**ARTICLE XVII
WAIVER CLAUSE**

- A. 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 this Agreement. Therefore, neither the Board nor the Association, for the life of this Agreement, unless by mutual agreement, shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

**ARTICLE XVIII
ENTIRE AGREEMENT CLAUSE**

- A. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment, modification or supplemental agreement hereto shall not be binding upon either party unless executed in writing by the parties hereto.

**ARTICLE XIX
NO STRIKE CLAUSE**

- A. The Association agrees that it, or the secretaries it represents shall not authorize, cause, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336, as amended by Public Act 379; and/or defined as a slow-down, stoppage, sit-in, boycott, work stoppage of any kind, the concerted failure to report for duty, the willful absence from one's position, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing 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 at any of the facilities of the Waterford School District.
- B. In the event of any such violation of this Article, this Association shall endeavor to return the secretaries to work as expediently and quickly as possible, by using the media available.
- C. There shall be no liability for damages on the part of the Association if it promptly takes action to return secretaries to work.
- D. The Board shall have the unlimited right to discipline, up to and including discharge, any secretary for taking part in any violation of this Article.

**ARTICLE XX
PAY CLASSIFICATIONS**

<u>LEVEL I CLASSIFICATION/LOCATION</u>	<u>POSITION</u>
CRARY	SECRETARY
HEADSTART	SECRETARY
MOTT	SECRETARY
PIERCE	SECRETARY

LEVEL II CLASSIFICATION/LOCATION

ADULT & COMMUNITY EDUCATION
ALTERNATIVE EDUCATION
BOARD OFFICE/BUSINESS SERVICES
STUDENT SUPPORT SERVICES
CHILDREN'S VILLAGE
HIGH SCHOOL ATTENDANCE
HIGH SCHOOL MAIN OFFICE
MICHIGAN WORKS
MIDDLE SCHOOL
MIDDLE SCHOOL COUNSELING
PAYROLL

POSITION

SECRETARY
SECRETARY
SECRETARY
SECRETARY
SECRETARY
SECRETARY
SECRETARY
SECRETARY
SECRETARY
SECRETARY
SECRETARY

LEVEL III CLASSIFICATION/LOCATION

BOARD OFFICE/BUSINESS SERVICES
CAREER PREPARATION
CENTRAL ENROLLMENT SECRETARY
CHILD CARE
STUDENT SUPPORT SERVICES
CHILDREN'S VILLAGE SCHOOL
ELEMENTARY
FOOD SERVICE
FOOD SERVICE
HIGH SCHOOL
HIGH SCHOOL COUNSELING
KINGSLEY MONTGOMERY SCHOOL
MANLEY
MIDDLE SCHOOL
MIDDLE SCHOOL
PAYROLL
SAFETY & SECURITY
SCHOOL & COMMUNITY SERVICES
WAREHOUSE

POSITION

SECRETARY
SECRETARY
SECRETARY
SECRETARY
SECRETARY
OFFICE MANAGER
OFFICE MANAGER
BOOKKEEPER
SECRETARY
BOOKKEEPER
SECRETARY
OFFICE MANAGER
OFFICE MANAGER
BOOKKEEPER
OFFICE MANAGER
SECRETARY
SECRETARY
SECRETARY
SECRETARY

LEVEL IV CLASSIFICATION/LOCATION

BUILDINGS & GROUNDS
BUSINESS SERVICES
MANAGEMENT INFORMATION SERVICES
ELEMENTARY EDUCATION
HIGH SCHOOL
SECONDARY EDUCATION
STUDENT SUPPORT SERVICES

POSITION

SECRETARY
SECRETARY
SECRETARY
SECRETARY
OFFICE MANAGER
SECRETARY
BOOKKEEPER

**ARTICLE XXI
DURATION OF AGREEMENT**

This Agreement represents the entire Agreement between the Waterford School District Board of Education, and the Michigan Educational Support Personnel Association and its affiliate, the Waterford Michigan Educational Support Personnel Association I, and shall become effective from July 1, 2007 and shall continue in effect until midnight, June 30, 2011, and from year to year thereafter, unless either party hereto shall give the other party at least sixty (60) days written notice, by registered mail, before the end of the term of this Agreement, or before the end of any annual period thereafter, of its desire to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this 17th day of September, 2009.

MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION I

WATERFORD SCHOOL DISTRICT
BOARD OF EDUCATION

By _____

President

By _____

President

By _____

Secretary

By _____

Secretary

**APPENDIX A
WAGE SCHEDULES**

07-08	Freeze in wages
08-09	2% wage increase
09-10	Freeze in wages, steps; (1% on schedule but not paid out)
10-11	Wage re-opener
11-12	Wage re-opener

Employees will use direct deposit of paychecks.

**APPENDIX A-2
MESPA I SALARY SCHEDULE
JULY 1, 2007 - JUNE 30, 2008
FREEZE - NO INCREASE**

YRS OF EXP	CLASS I	CLASS II	CLASS III	CLASS IV
0	\$12.53	\$13.11	\$13.81	\$14.36
1	\$12.95	\$13.68	\$14.27	\$14.84
2	\$13.68	\$14.27	\$14.84	\$15.51
3	\$14.27	\$14.83	\$15.51	\$16.09
4	\$14.83	\$15.51	\$16.09	\$16.74
5	\$15.78	\$16.36	\$17.07	\$17.63
6	\$16.36	\$17.07	\$17.62	\$18.23
7	\$17.07	\$17.63	\$18.23	\$18.93
8	\$17.62	\$18.23	\$18.93	\$19.40
9	\$18.24	\$18.93	\$19.41	\$20.10

All Employees hired after July 1, 1999 are not eligible for in-service grants.

After ten (10) years of continuous employment for the Waterford School District, in-service grants are given as follows:

- 10 through 14 years of actual service; .30 cents per hour over 9th step schedule
- 15 years through 20 years of experience; .45 cents per hour over 9th step schedule
- 21 years and over of experience; .65 cents per hour over 9th step schedule

In-service grants are for years consecutively worked for the Waterford School District and outside experience does not apply for these grants.

**APPENDIX A-3
MESPA I SALARY SCHEDULE
JULY 1, 2008 - JUNE 30, 2009
2 % INCREASE**

YRS OF EXP	CLASS I	CLASS II	CLASS III	CLASS IV
0	\$12.78	\$13.37	\$14.09	\$14.65
1	\$13.21	\$13.95	\$14.56	\$15.14
2	\$13.95	\$14.56	\$15.14	\$15.82
3	\$14.56	\$15.13	\$15.82	\$16.41
4	\$15.13	\$15.82	\$16.41	\$17.07
5	\$16.10	\$16.69	\$17.41	\$17.98
6	\$16.69	\$17.41	\$17.97	\$18.59
7	\$17.41	\$17.98	\$18.59	\$19.31
8	\$17.97	\$18.59	\$19.31	\$19.79
9	\$18.60	\$19.31	\$19.80	\$20.50

All Employees hired after July 1, 1999 are not eligible for in-service grants.

After ten (10) years of continuous employment for the Waterford School District, in-service grants are given as follows:

10 through 14 years of actual service; .30 cents per hour over 9th step schedule

15 years through 20 years of experience; .45 cents per hour over 9th step schedule

21 years and over of experience; .65 cents per hour over 9th step schedule

In-service grants are for years consecutively worked for the Waterford School District and outside experience does not apply for these grants.

**APPENDIX A-4
MESPA I SALARY SCHEDULE
JULY 1, 2009 - JUNE 30, 2010
SALARY FREEZE**

YRS OF EXP	1% ON (NOT PAID OUT)				1% ON (NOT PAID OUT)				1% ON (NOT PAID OUT)							
	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS I	CLASS II	CLASS III	CLASS IV
0	\$12.78	\$13.37	\$14.09	\$14.65	\$12.91	\$13.51	\$14.09	\$14.65	\$14.23	\$14.70	\$15.29	\$15.82	\$14.79	\$15.29	\$15.98	\$16.58
1	\$13.21	\$13.95	\$14.56	\$15.14	\$13.34	\$14.09	\$14.56	\$15.14	\$14.70	\$15.29	\$15.82	\$16.41	\$15.29	\$15.82	\$16.41	\$17.07
2	\$13.95	\$14.56	\$15.14	\$15.82	\$14.09	\$14.70	\$15.14	\$15.82	\$15.29	\$15.82	\$16.41	\$17.07	\$15.82	\$16.41	\$17.07	\$17.72
3	\$14.56	\$15.13	\$15.82	\$16.41	\$14.70	\$15.28	\$15.82	\$16.41	\$15.98	\$16.58	\$17.17	\$17.72	\$16.58	\$17.17	\$17.72	\$18.37
4	\$15.13	\$15.82	\$16.41	\$17.07	\$15.28	\$15.98	\$16.41	\$17.07	\$16.58	\$17.17	\$17.72	\$18.37	\$17.17	\$17.72	\$18.37	\$19.02
5	\$16.10	\$16.69	\$17.41	\$18.16	\$16.26	\$16.85	\$17.41	\$18.16	\$17.59	\$18.16	\$18.78	\$19.31	\$18.16	\$18.78	\$19.31	\$19.99
6	\$16.69	\$17.41	\$18.16	\$18.78	\$16.85	\$17.59	\$18.16	\$18.78	\$17.59	\$18.16	\$18.78	\$19.31	\$18.78	\$19.31	\$19.99	\$20.71
7	\$17.41	\$17.98	\$18.59	\$19.31	\$17.59	\$18.16	\$18.78	\$19.31	\$18.16	\$18.78	\$19.31	\$19.99	\$19.31	\$19.99	\$20.71	\$21.43
8	\$17.97	\$18.59	\$19.31	\$19.99	\$18.15	\$18.78	\$19.31	\$19.99	\$18.78	\$19.31	\$19.99	\$20.71	\$19.99	\$20.71	\$21.43	\$22.15
9	\$18.60	\$19.31	\$19.99	\$20.71	\$18.79	\$19.50	\$20.00	\$20.71	\$19.50	\$20.00	\$20.71	\$21.43	\$20.71	\$21.43	\$22.15	\$22.87

All Employees hired after July 1, 1999 are not eligible for in-service grants.

After ten (10) years of continuous employment for the Waterford School District, in-service grants are given as follows:

- 10 through 14 years of actual service; .30 cents per hour over 9th step schedule
- 15 years through 20 years of experience; .45 cents per hour over 9th step schedule
- 21 years and over of experience; .65 cents per hour over 9th step schedule

In-service grants are for years consecutively worked for the Waterford School District and outside experience does not apply for these grants.

APPENDIX A-5
MESPA I
2010 - 2011 SALARY SCHEDULE

YRS OF EXP	CLASS I	CLASS II	CLASS III	CLASS IV
0	\$12.52	\$13.10	\$13.81	\$14.36
1	\$12.95	\$13.67	\$14.27	\$14.84
2	\$13.67	\$14.27	\$14.84	\$15.50
3	\$14.27	\$14.83	\$15.50	\$16.08
4	\$14.83	\$15.50	\$16.08	\$16.73
5	\$15.78	\$16.36	\$17.06	\$17.62
6	\$16.36	\$17.06	\$17.61	\$18.22
7	\$17.06	\$17.62	\$18.22	\$18.92
8	\$17.61	\$18.22	\$18.92	\$19.39
9	\$18.23	\$18.92	\$19.40	\$20.09

All Employees hired after July 1, 1999 are not eligible for in-service grants.

After ten (10) years of continuous employment for the Waterford School District, in-service grants are given as follows:

- 10 through 14 years of actual service; .30 cents per hour over 9th step schedule
- 15 years through 20 years of experience; .45 cents per hour over 9th step schedule
- 21 years and over of experience; .65 cents per hour over 9th step schedule

In-service grants are for years consecutively worked for the Waterford School District and outside experience does not apply for these grants.

APPENDIX A-6
MESPA I
2011 - 2012 SALARY SCHEDULE

YRS OF EXP	CLASS I	CLASS II	CLASS III	CLASS IV
0	\$12.52	\$13.10	\$13.81	\$14.36
1	\$12.95	\$13.67	\$14.27	\$14.84
2	\$13.67	\$14.27	\$14.84	\$15.50
3	\$14.27	\$14.83	\$15.50	\$16.08
4	\$14.83	\$15.50	\$16.08	\$16.73
5	\$15.78	\$16.36	\$17.06	\$17.62
6	\$16.36	\$17.06	\$17.61	\$18.22
7	\$17.06	\$17.62	\$18.22	\$18.92
8	\$17.61	\$18.22	\$18.92	\$19.39
9	\$18.23	\$18.92	\$19.40	\$20.09

All Employees hired after July 1, 1999 are not eligible for in-service grants.

After ten (10) years of continuous employment for the Waterford School District, in-service grants are given as follows:

- 10 through 14 years of actual service; .30 cents per hour over 9th step schedule
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- 21 years and over of experience; .65 cents per hour over 9th step schedule

In-service grants are for years consecutively worked for the Waterford School District and outside experience does not apply for these grants.