

AGREEMENT

BETWEEN

**GRAND HAVEN AREA PUBLIC SCHOOLS
Ottawa and Muskegon Counties,
State of Michigan**

and

**THE GRAND HAVEN
SECRETARIES' ASSOCIATION, MEA-NEA**



July 1, 2008– June 30, 2011

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ARTICLE I

RECOGNITION AND DEFINITIONS

- A. The Board of Education for the GRAND HAVEN AREA PUBLIC SCHOOLS, Ottawa and Muskegon Counties, Michigan, (hereinafter called “Board”), hereby recognizes THE GRAND HAVEN SECRETARIES’ ASSOCIATION, MEA-NEA, (hereinafter referred to as the “Union”), as the exclusive bargaining agent for the purpose of collective bargaining pursuant to Act 336 of 1974, as amended, for the following employees:

All full-time and regular part-time secretaries, media assistants, and clerks employed by the Grand Haven Area Public Schools; but excluding employees in the Superintendent’s Office, employees in the Assistant Superintendent’s Office, employees in the Finance and Operations Office, employees in the Human Resources Office, temporary or casual or substitute employees, students, confidential and supervisory employees and all other employees.

- B. For purposes of this contract, the term “employees” shall refer to all members of the Bargaining Unit represented by the Union as above specified, unless otherwise specifically provided. Singular shall include plural. Use of pronouns and other terms referring to the male gender shall include the female gender, and use of pronouns or other terms referring to the female gender shall include the male gender.
- C. The Union will cooperate with Board officials in matters pertaining to an efficient performance of duties by employees in recognition of the mutual responsibility to educate all of the students of Grand Haven Area Public Schools.
- D. As used in this Agreement, the term “Board” shall, unless a contrary intent is stated or clearly implied, include the authorized members of its administrative staff.

ARTICLE II

UNION SECURITY AND CHECK-OFF

- A. All employees in the Bargaining Unit shall, upon completion of their probationary period (as provided in this Agreement) and as a condition of employment, pay to the Union either “Dues” or an “Equivalent Service Fee” or a “Fair Share Contribution” or a “Fair Share Contribution to a charitable organization”; provided, however, that no employee in the Bargaining Unit shall be required, as a condition of employment, to become or remain a member of the Union.

As used in this Article, the following terms shall have the following meanings:

1. “Dues” (for members of the Union) shall mean the regular monthly charges (dues) uniformly required of members of the Union, exclusive of any special assessment.
2. “Equivalent Service Fee” (for non-members of the Union) shall mean a sum equal to the amount of “Dues” uniformly required of members of the Union.
3. “Fair Share Contribution” (for non-members of the Union who do not pay an “Equivalent Service Fee”) shall mean a service charge to defray amounts expended by the Union solely for purposes of representation in the form of collective bargaining, contract administration, and grievance adjustment, (but excluding amounts expended by the Union to finance any ideological, political or other activities not directly related to collective bargaining, contract administration, and grievance adjustment). A “Fair Share Contribution” shall be presumed to be an amount equal to, and shall in no event exceed, ninety-percent (90%) of the “Dues” or “Equivalent Service Fee”. The Union shall however, maintain accurate, open and itemized accounts of all its receipts and expenditures; and any employee having elected a “Fair Share Contribution” in lieu of “Dues” or an “Equivalent Service Fee” shall be entitled, upon a written request therefore, to refund from the Union for any fiscal year (of the Union) in which the Union’s actual expenditures for purposes other than collective bargaining, contract administration and grievance adjustment exceed 10% of its total expenditures in said fiscal year. The refund shall in such cases, be in an amount necessary to cause the employee’s “Fair Share Contribution” remaining unrefunded to equal that percentage of dues for the fiscal year in question which equals the percentage (less than 90%) of the Union’s total expenditure during the fiscal year made solely for collective bargaining, contract administration, and grievance adjustment.
4. “Fair Share Contribution to a charitable organization” (for non-members of the Union whose religious beliefs prohibit payment to the Union) shall be appropriate in the event an employee’s religious beliefs or convictions prohibit the employee from paying “Dues”, “Equivalent Service Fees”, or “Fair Share Contributions” to

the Union pursuant to the "Union Security" provisions of the Collective Bargaining Agreement between the School District and the Union. Then and in such event reasonable accommodation of such religious beliefs or convictions shall be made by the Union.

For purposes of this paragraph, an employee's religious beliefs or convictions against paying dues, fees, or contributions to the Union shall be deemed to be reasonably accommodated if the employee is allowed, in lieu of paying such dues, fees, or contributions to the Union, to contribute instead to a charitable organization mutually agreeable (in writing) to the employee and the Union a sum equal to the amount of a "Fair Share Contribution" required under the "Union Security" provisions of the collective bargaining agreement. Such contributions shall be made monthly, or at such other intervals as may be required for the payment of "Dues", "Equivalent Service Fees", or "Fair Share Contributions"; and proof of such charitable contributions shall be furnished by the employee to the Union.

- B. With respect to any employee to whom the foregoing (paragraph A) provisions apply, the failure of an employee to comply with such provisions shall constitute just cause for dismissal.
- C. The Board shall, upon receipt of a written individually signed check-off authorization, deduct the amount of regular monthly "Dues" or "Equivalent Service Fee" or "Fair Share Contribution" certified to the Board by the Union Treasurer from the first paycheck of each month for employees who have so authorized such deductions. All sums so deducted shall be transmitted by the Board to the Treasurer of the Union within fifteen (15) days after such deductions are made. The Union expressly agrees to collect all other Union charges, including any initiation fees and special assessments, and such other charges shall not be deducted by the Board. The Board shall not be required to make any check-off for "Dues", "Equivalent Service Fees" or "Fair Share Contributions" in preference to legally required deductions or if an employee's pay in any pay period is not sufficient to cover such "Dues", "Equivalent Service Fees" or "Fair Share Contributions". Any employee may revoke his or her said voluntary check-off authorization, or may revise the type of deductions authorized (i.e. "Dues", "Equivalent Service Fee" or "Fair Share Contribution"), upon thirty (30) days written notice to the Board and the Union.

- D. The Union shall and hereby agrees to indemnify and hold the Board and School District harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of any action taken by the Board or its agents or employees in reliance upon or compliance with the Union Security or Check-Off provisions of this Agreement.

ARTICLE III

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and the constitution of the State of Michigan and/or the United States, or which have been heretofore properly exercised by it, excepting where limited by this Agreement.
- B. It is agreed that the Board retains the right to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of all employees and to other working conditions, provided such rules and policies are not inconsistent with this Agreement or in violation of law.
- C. The Board retains the rights of management and control of school property, facilities, grades and courses of instruction, athletics and recreation programs, methods of instruction, and materials used for instruction and administration; to manage, direct and control the operations and activities of the School District; to hire, evaluate, promote, transfer, lay off and recall employees; to discipline the work force and to increase or decrease its size; to assign work; to create new jobs or classifications; to discontinue, combine or reorganize operations within the School District, except as limited by this Agreement.

ARTICLE IV

EMPLOYEE RIGHTS

- A. The Union shall have the right to the reasonable use of school facilities, within existing Board policies pertaining to the use of school facilities, including interschool mail service. Existing procedures of reserving rooms and equipment will be followed. Any extra cost, such as overtime salary for custodians, will be paid by the Union. Large mailings must have prior approval of the Assistant Superintendent of Human Services and be paid for by the Union.
- B. The Board shall grant employee requests in writing for the following payroll deductions in addition to the Union “Dues”, or “Equivalent Service Fees” described in Article II of this Agreement:

1. Group hospitalization insurance premium and dental (limited to the employee's share of the premium pursuant to this Agreement).
2. Ottawa County School Employees' Credit Union.
3. Contributions to the United Fund.
4. U.S. Savings Bonds.
5. Approved tax deferred annuity programs.
6. Other Board approved financial institutions.

All such deductions shall be made in accordance with procedures established by the Board.

- C. Employees agree to uphold the policies, rules, regulations and practices of the Board now and hereafter adopted, and to uphold the several sections of this Agreement.
- D. Nothing in this Agreement shall be construed to deny or restrict an employee's rights existing under applicable State and Federal laws.
- E. The employees accept the responsibility to strive for excellence in their work, and take advantage of opportunities for continually improving their skills and relationships with their co-workers and with the public.
- F. Harassment
 1. At the time of hire, a new employee will be provided with the District's Sexual Harassment Policy including appropriate administrative regulations and forms.
 2. Upon each renewal of the collective bargaining agreement, the District shall notify and employees may request a copy of the District's Sexual Harassment policy including appropriate administrative regulations and forms.
 3. The District assures employees that complaints directed to the Human Services Office will be handled without delay.

G. Medication

Employees shall administer medication to students only under the following conditions:

1. A current Grand Haven Area Public Schools School-Administered Medication Form has been completed, returned, and is available to the employee.
2. All employees designated to administer the dispensing of medication shall receive training annually at no cost to the employee. If training extends beyond the employee's normal workday, the employee shall be compensated at his/her regular rate including overtime if applicable.
3. Any irregularities discovered by the District in the dispensing of medication to students shall be brought to the attention of the employee. A meeting shall take place with the employee and their direct supervisor to discuss the irregularities. If changes are to be made in the dispensing process, the supervisor shall present specific recommendations to resolve the issue.
4. Any employee dispensing medication who discovers irregularities will immediately notify the building administration.
5. All employees designated to witness or dispense medication shall be given a copy of the Board Policy governing dispensing medication to pupil.

H. Safe and Healthy Work Environment

The Board will strive to maintain a safe and healthy work environment for all Association employees.

ARTICLE V

SENIORITY

A. Probationary Employees.

Each new employee shall be considered to be on probation and shall have no seniority (as defined herein) until such employee has worked forty (40) working days for the Board; provided, however, that upon mutual agreement between the Board, the Union and the employee involved before the expiration of such probationary period, the period of probation for any such new employee may be extended for an additional period not exceeding thirty (30) working days. During the probationary period, an employee may be laid off or discharged by the Board without regard for the provisions of this Agreement and without recourse to the grievance procedure. The Board shall have no obligation to rehire or recall an employee who is laid off or discharged during the employee's probationary period, nor to retain any employee for the full length of probation. Upon successful completion of the probationary period, an employee shall attain seniority effective as of the employee's last hiring date (as defined herein).

B. Seniority.

Effective September 1, 1992, "seniority" shall be defined as an employee's length of continuous service in the employ of the Board since the employee's last date of hire or transfer into the Bargaining Unit. Employees hired prior to September 1, 1992 shall not lose any seniority credit. The term "last hiring date" shall mean the date upon which the employee first reported for work at the instruction of the Board since which the employee has not quit, been discharged, transferred out of the Bargaining Unit, or otherwise had such employment terminated.

C. Seniority Lists.

Current seniority lists (unit-wide), shall be prepared by the Board and provided to the Unit President, in triplicate, within ten (10) days after the execution of this agreement. Revised seniority lists (unit-wide) shall be prepared by the Board and provided to the Unit President, in triplicate, every six (6) months thereafter.

In the event two or more employees have equal seniority, the following criteria or procedures will be used to break the seniority tie:

1. For employees in the Bargaining Unit as of 6/30/94, such ties will be broken alphabetically based on the first letter or letters of the employees' last names (e.g. "A" having more seniority than "B", etc.). If such employees have the same last name, the same procedure will be followed by using the employees' true/given first names.

2. For employees entering the Bargaining Unit on or after 7/1/94, such ties will be broken based on total years of service to the District (e.g. most years of service having greater seniority, etc.). If such employees remain equal in total years of service, then the tie will be broken by the drawing of lots.

D. Loss of Seniority.

An employee shall lose all seniority and the employment relationship shall terminate, upon the happening of any of the following events:

1. The employee quits;
2. The employee is discharged for just cause;
3. The employee retires or is retired;
4. The employee is laid off for a continuous period in excess of twenty-four (24) months.
5. The employee is on leave of absence for illness, injury or disability (paid or unpaid) in excess of thirty-six (36) months.

E. Temporary or Substitute Help. Persons hired by the Board for temporary periods or on a substitute basis shall not be subject to the terms, benefits or conditions of this Agreement; provided, however, that such temporary or substitute help shall not be used to either cause or continue the layoff of bargaining unit members. As used in this paragraph, "temporary" help shall refer to persons employed to fill positions not exceeding sixty (60) working days in duration; and "substitute" help shall refer to persons employed to fill a position normally filled by a bargaining unit member who is absent from work. Substitute help shall remain as such as long as the bargaining unit member whose job they are filling is expected and entitled to return to work.

F. If a substitute employee is hired into a regular full-time position after substituting in that position for forty (40) or more continuous days, forty (40) days of that time worked as a substitute shall count as probationary time for seniority purposes.

ARTICLE VI

VACANCIES AND TRANSFERS

A. POSTING AND FILLING VACANCIES

1. POSTING

Whenever a vacancy or newly-created position occurs within the Bargaining Unit, the Human Resources Office will post such a position internally within this Bargaining Unit, for a period of seven (7) working days before permanently filling it unless otherwise mutually agreed upon. The posting shall refer applicants to all documents which identify qualifications which may be considered in the selection process. For the purposes of this Article, a working day shall mean Monday through Friday, exclusive of holidays designed under this Agreement.

2. APPLICANTS

Any interested unit member may apply, in writing, to the Human Resources Office indicating the employee's interest in said position.

3. FILLING VACANCIES

Each position shall be filled by the Human Resources Office on the basis of qualifications for the job and other relevant criteria. Consideration will be given to qualified internal candidates first, with assurance of an interview. In the event of external and internal candidates being "tied" after the interview process, the assignment will go to the internal candidate.

If two or more present employees are equal in terms of qualifications and other relevant criteria for the job, then the job will be offered on the basis of seniority, unless there is a valid cause to do otherwise. Any employee who is not selected for a vacancy may request a meeting with the Assistant Superintendent of Human Services for verbal feedback.

B. Employees of the Bargaining Unit who have requested a transfer and who have had a formal interview shall be notified in writing within twenty-one (21) days following the interview whether or not they have received the position for which they were interviewed.

C. Temporary transfers of assignment may be necessary to promote efficiency or meet emergencies. The employee shall work at the current rate for the first ten (10) working days when given a change of assignment. After this ten (10) day working period, the

employee shall receive the rate determined by the Administration for the new assignment based on the employee's years of service and the new job classification.

- D. If a transfer is effectuated, the transferred employee shall not be eligible for another transfer for a period of six (6) months, except with the consent of the Administration.
- E. The employer shall notify the Unit President within ten (10) days of the hiring of employees (including classification) who will be within the Bargaining Unit. Each new employee shall be provided a copy of this Agreement by the Administration.
- F. All employees promoted shall receive the rate of pay for such classification to which he/she is entitled on the basis of his/her seniority within the Bargaining Unit.
- G. Temporary Instructional Media Services/Print Room work during the school year.
 - 1. In the fall of each year, bargaining unit members who are employees in regular assignments of seven (7) hours per day or less, will be given the opportunity to submit their names to be placed on an "eligibility list" in order of seniority. This list shall be used by the District to locate persons to fill temporary positions in the Instructional Media Services Department/Print Room which arise from time to time during the school year.
 - 2. Temporary work which arises during the school year shall first be offered to any bargaining unit member employed in a regular assignment of seven (7) hours or less per day, in order of seniority and at his/her current wage rate.
 - 3. Bargaining unit members may accept an assignment only if it does not conflict with regularly scheduled hours and does not result in daily or weekly overtime. The District will attempt to accommodate bargaining unit members' schedules when possible.
 - 4. If no bargaining unit members on the "eligibility list" accepts an assignment, the District may employ non-bargaining unit members to perform the work.

H. Temporary Instructional Media Services work during the summer.

In the spring of each year, bargaining unit members employed as Media Assistants will be given the opportunity to submit their names to be placed on an “eligibility list” in order of seniority. This list shall be used by the District to fill temporary positions in the Instructional Media Services Department which arise during the summer when schools are not in session.

Temporary work which arises during the summer when schools are not in session shall first be offered to bargaining unit members on this list, in order of seniority.

Bargaining unit members who submit their names for summer Instructional Media Services work agree to the following conditions of employment:

1. Bargaining unit members who accept an assignment must commit to work the entire assignment and may not use accumulated leave of any type which would require their absence during any part of the assignment.
2. If a bargaining unit member is unable to complete an assignment due to unforeseen circumstances such as personal illness, the District shall not be obligated to continue that person in the assignment and may fill the remainder of the assignment immediately by offering the remaining days to the next individual on the “eligibility list”.
3. If no bargaining unit member on the “eligibility list” accepts an assignment, the District may employ non-bargaining unit members to perform the work.
4. Bargaining unit members shall be paid at their negotiated rate of pay.

I. It is understood and agreed that the IMS Department is separate from the Printing Department. District obligations set forth in G. and H., regarding temporary Instructional Media Services work shall not apply to Print Room work.

ARTICLE VII

EMERGENCY AND SICK LEAVE

- A. All regular employees covered by this Agreement, employed on a 12-month basis, shall be paid sick and emergency leave at the rate of 15 days per year; all regular employees covered by this Agreement, employed on a 10-month basis, shall be paid sick and emergency leave at the rate of 13 days per year; all regular employees covered by this Agreement, employed on a 9-month basis, shall be paid sick and emergency leave at the rate of 12 days per year.

Such employees shall be credited with the full amount (e.g. 13 days in the case of a 10-month employee) of such emergency and sick leave on July 1st of each year; provided, however, that employees who commence work late (e.g. after July 1st in the case of 12-month employees and after September 1st in the case of 9-month employees) or who otherwise fail to work the number of months to which they have been assigned (e.g. 9, 10 or 12) shall have proportionate adjustments made in their emergency and sick leave allowance (or in their pay in the case of a terminated employee); provided further that probationary employees shall not be entitled to use or receive emergency or sick leave pay during their probationary period; and provided still further that no accumulated emergency and sick leave shall be paid on termination of employment.

For purposes of this Paragraph (A.) only, an employee who either 1) works for ten (10) working days in any one month or 2) would have worked for ten (10) working days but for an absence resulting from a paid holiday, a paid vacation or a paid sick leave absence, shall be deemed to have worked that month for purposes of earning emergency and sick leave as hereinabove provided.

- B. Unused sick and emergency leave shall be cumulative.
- C. A statement will be presented to each employee at the beginning of the school year showing accumulated leave.
- D. If any employee terminates service before the end of the District's fiscal year (June 30), a deduction will be made at the time the service terminates for all sick and emergency leave used in excess of leave time earned.

E. Subject to and in accordance with the terms and conditions of this Article, emergency and sick leave shall be granted without loss of pay as follows:

1. Illness, injury or unavoidable quarantine of the employee (including pregnancy as a disability, as recognized by law).
2. Illness, injury or death in the employee's immediate family.
3. Personal leave.

F. Limitation upon use of emergency and sick leave:

1. Routine health examinations, dental appointments or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered.
2. Emergency leave absence for each death or critical illness in the immediate family shall not exceed five (5) days unless otherwise approved by the Assistant Superintendent of Human Services for special circumstances such as out-of-state travel.
3. Two (2) days per year of the foregoing sick leave may be used for purposes of personal leave. Such personal leave is not intended for recreation, job hunting or similar purposes. Personal leave days may not be taken on days preceding or succeeding a vacation or holidays without specific prior approval by the employee's supervisor. In order to be eligible for personal leave, the employee must sign a District-prepared statement and must file same with the supervisor at least twenty-four (24) hours before taking said leave. Notification may be waived in cases of emergency by the supervisor, in which case the statement shall be signed upon return.

4. Definitions:

“Immediate family” is defined as: Parent, brother, sister, husband, wife, son, daughter, or person with whom one has had association equivalent to family ties.

G. Upon recommendation of the Superintendent, the Board may require an employee to submit to a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted. The cost of such examination will be paid by the Board.

H. In the event of the absence of an employee for illness in excess of five (5) consecutive days, the Board, at its expense may require the employee's examination by an independent physician of the Board's choosing.

- I. If any sick leave absence exceeds five (5) consecutive scheduled working days, or is on an employee's last scheduled working day before and/or first scheduled working day after the employee's vacation or any holiday specified in this Agreement, or exceeds ten (10) scheduled working days per year, the Board may, in its sole discretion require such employee to present the certificate of a medical doctor certifying the nature and duration of the illness or injury which necessitated the absence and certifying the employee's ability to return to work; or, in lieu thereof, may require a written signed statement from the employee setting forth the reason for the sick leave absence.

- J. PROVISION – SCHOOL –INCURRED INJURIES OR DISEASE – Any employee who is absent due to injury or disease incurred in the performance of assigned duties compensable under the Worker's Disability Compensation Act of 1969, as amended, shall be paid an amount equal to the difference between the Worker's Compensation allowance and the employee's salary without deduction from sick leave for a period up to six (6) months. Beyond six (6) months such payments would be charged against sick leave on a pro-rate basis computed on the relationships of the differential pay to the employee's regular weekly pay until the sick leave is exhausted.

- K. Family and Medical Leave Act: The employer shall be in compliance with the provisions of the Federal Family and Medical Leave Act. Applications are available in the Human Resources Office. Paid emergency and sick leave time shall be counted toward/against the leave time available under the Family and Medical Leave Act.

- L. SICK LEAVE BANK

Members of the Grand Haven Secretaries' Association who wish to voluntary donate sick leave to a sick leave bank may do so by sending a written statement to the Human Resources Office. The maximum number of days a member may donate to the bank at any one time is five (5) days per fiscal year (7/1 through 6/30) unless more frequent donations are authorized by the District's Human Resources Office.

When emergencies arise for members of the G.H.S.A. which necessitates more sick leave than the member has accumulated, they may draw from the bank by the following procedures:

1. Write a letter requesting additional sick leave from the sick leave bank, stating the specific reason for the additional days that are being requested.
2. The Grand Haven Secretaries' Association President and the Superintendent or his/her designee shall meet to review the requests and mutually determine whether or not the request will be granted.
3. Days may not be drawn from the sick leave bank until a G.H.S.A. member has exhausted all of his/her own leave accumulation (sick and personal leave).
4. The maximum number of days that may be donated to the sick leave bank shall not exceed one-hundred-fifty (150) days. When the bank becomes depleted, a request for additional donations will be made.
5. If the employee is eligible for long term disability, they will not be eligible to draw from the sick leave bank.

ARTICLE VIII

OTHER LEAVES

- A. General Leave. Unpaid leaves of absence not exceeding thirty-one (31) consecutive calendar days may be granted to an employee after completion of the employee's probationary period. The granting or denial of any such leave of absence shall be in the sole and absolute discretion of the Board or Administration, based on the availability of competent substitute help, the educational and program requirements of the School District, the frequency of such requests, and any other factor or factors the Board or Administration believe to be pertinent; and the granting or denial of any such leave of absence in any one case shall not constitute any practice or precedent whatsoever insofar as any other case is concerned. No such leave of absence shall be granted, if at all, before the same has been requested in writing to and approved in writing by the Human Resources Office; and no such leave of absence shall be extended or renewed if granted.
- B. In addition or in lieu of "A." above, unpaid leaves of absence of up to one (1) year may be granted to an employee upon application and approved by the Board or the Administration. Employees on such leave shall not accumulate seniority while on such leave.
- C. Jury Leave. An employee who is summoned for jury duty and not relieved from such duty shall be granted a jury leave of absence for that purpose, provided he/she presents

evidence of such duty to the employer as far in advance as possible. Employees shall work their scheduled hours when not serving as jurors, and an employee not selected to serve on a particular jury shall report to his/her scheduled work immediately after selection of said jury. The pay such employee shall receive for such jury leave shall be his/her basic rate for the time necessarily lost by him/her from his/her regularly scheduled work, less any amount received by him/her for such jury duty (not including travel allowances or reimbursement or expenses).

- D. Child Care Leave. May be granted at the discretion of the Administration. When granted, they shall be without pay and without accruing seniority credit during the time the employee is on leave. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Administration if requested by the employee in writing at least three (3) months prior to the expiration of the leave.

The employee shall notify the Human Resources Office in writing at least three (3) months prior to the beginning date of the leave so that arrangements can be made to procure a replacement. Notification shall state a beginning and ending date of leave. In cases of emergency, the three (3) month notification period may be waived by the Human Resources Office.

Re-employment will commence upon the date set when the leave was granted. Failure to return from a Child Care Leave on the date specified when the leave is granted, shall be deemed a resignation. An employee returning from a Child Care Leave may be placed into any position within the same classification by the Administration. Any person returning within ninety (90) calendar days from the first date of the leave will be returned to the same position he/she held prior to the beginning of the leave.

- E. Unpaid Sick Leave. An employee who has exhausted his/her paid sick leave shall be placed on unpaid sick leave for the duration of his/her illness, injury or other disability. The Board may terminate the employment relationship of the employee after a paid and/or unpaid sick leave that has a duration greater than thirty-six (36) months.

ARTICLE IX

HOLIDAY PAY

A. Subject to and in accordance with the provisions of this Article, eligible employees shall be entitled to holiday pay for the following designated holidays:

1. Friday before Labor Day (effective 2006-07)*
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Day before or after Christmas
6. Christmas Day
7. Day before or after New Years Day
8. New Years Day
9. One (1) "floating holiday" during the school year to be designated by the Superintendent in accordance with the school calendar, after consultation with the Unit President.
10. Memorial Day
11. Fourth of July

Notwithstanding the foregoing, if in any year the "Day before Christmas", "Christmas Day", the "Day before New Years", "New Years Day" or the "Fourth of July" falls on a Saturday or Sunday, then and in such event the Board or Administration at its discretion may either pay holiday pay for the actual day of the designated holiday or may designate a week day (i.e. Monday through Friday) when school is not in session to be celebrated and paid as a holiday in lieu of the actual day designated.

B. Employees eligible for such holiday pay shall be paid at straight time hourly rates, for the number of work hours contained in their normal regularly scheduled work day.

* Only those members who have the Friday prior to Labor Day as part of their regularly scheduled work week shall be eligible. (See C1).

C. Eligibility for Holiday Pay:

1. To be eligible for holiday pay hereunder, an employee must be a regular employee on the day of the holiday; must have completed the probationary period; and must have worked the last regularly scheduled work day before the holiday and the first regularly scheduled work day after the holiday (unless the employee's absence on said "last regularly scheduled work day" or "first regularly scheduled work day" was due to an authorized paid vacation or a verified and proper use of emergency sick leave; beginning 06/07, employees regularly scheduled to work prior to Labor Day shall receive Friday as a holiday as well as Labor day. Employees not scheduled to begin work before Labor Day and do work their first regularly assigned day after Labor Day will receive holiday pay for Labor Day.)
2. No holiday pay shall be paid to any employee for any holiday which falls within the summer vacation period if such employee does not regularly work during said summer vacation period; and no holiday pay shall be paid to an employee for any holiday which occurs after the date of employees resignation or discharge, or while employee is on leave of absence, or while employee is absent due to an illness or injury (occupational or non-occupational), or while employee is laid off; and no holiday pay shall be paid to an employee who is scheduled to work on a holiday but who fails to report for and perform such work. In the event an employee eligible for holiday pay is scheduled to work on a designated holiday however, such employee shall receive holiday pay in addition to regular pay.

ARTICLE X

VACATIONS

- A. All regularly scheduled employees who 1) are employed on a twelve (12) month basis and who 2) have completed one (1) or more years of continuous employment with the Board since their last hiring date and who 3) have worked sixteen-hundred (1600) hours or more during the preceding employment year (anniversary date to anniversary date) shall receive vacations with pay, at straight time rates, in accordance with the following schedule:

Ten (10) days after one (1) year
Twelve (12) days after six (6) years
Sixteen (16) days after eight (8) years
Twenty (20) days after ten (10) years
Twenty-five (25) days after twelve (12) years

School year employees who have worked at least a seven (7) hour day and have completed at least a one (1) school year assignment would receive the ten (10) days of vacation when appointed to a full time twelve (12) month position.

All regularly scheduled employees who 1) are employed on a twelve (12) month basis and who 2) have completed one (1) or more years of continuous employment with the Board since their last hiring date and who 3) have worked less than sixteen-hundred (1600) hours during the preceding employment year (anniversary date to anniversary date) shall receive that proportion of the vacations with pay prescribed above as their hours worked bears to sixteen- hundred (1600) hours.

- B. As used in this Article, the term “week” or “weeks” shall mean, with respect to any employee eligible for vacation with pay, the number of work hours contained in such employee’s normal regularly scheduled work week (For example, an employee who is entitled to two (2) weeks vacation with pay and whose regularly scheduled work week consists of thirty-five (35) hours, should receive seventy (70) hours of paid vacation.)
- C. Vacation pay will not be paid in advance but will be paid on the employee’s regular pay day as if the employee had worked during such period.
- D. Paid vacations shall not be accumulated from year to year, but must be taken between the anniversary date upon which they are earned and the next succeeding anniversary date with the exception that three (3) days may carry over to the next year.
- E. Those association members losing \$1,000 or more in wages due to the new 05/06 calendar shall receive a one time adjustment in 06/07 of six (6) additional paid vacation days that may not be scheduled until after September 1, 2006, unless approved by the

Superintendent or his designee. These vacation days must be scheduled for a calendar day other than a student session day or may be carried

from year to year until separation from the district. These vacation days shall be paid at the employee's hourly rate in effect at the time the vacation is scheduled or at the time of separation from the district.

- F. Those association members losing between \$450 - \$999.99 in wages due to the new 05/06 calendar shall receive a one time adjustment in 06/07 of three (3) additional paid vacation days that may not be scheduled until after September 1, 2006, unless approved by the Superintendent or his designee. These vacation days must be scheduled for a calendar day other than a student session day or may be carried from year to year until separation from the district. These vacation days shall be paid at the employee's hourly rate in effect at the time the vacation is scheduled or at the time of separation from the district.

- G. All paid vacations may be taken at any time during the year with prior written permission of the employee's supervisor. All requests for paid vacations must be made in writing to the employee's supervisor at least two (2) calendar weeks in advance of the requested paid vacation time. The supervisor shall reply to an employee's written request for paid vacation time within five (5) working days of receipt of such request, approving or disapproving such request.

- H. School year employees shall be granted three (3) days of vacation annually with pay at straight time upon approval of the supervisor. Provided that not more than two (2) employees from any department use vacation time on any one given day and that a substitute is available. The employee shall submit his/her request for the use of these vacation days by September of the ensuing school year to his/her supervisor. If the employee chooses not to use three (3) vacation days during the one school year and has been employed for a minimum of five (5) years, up to a maximum of five (5) days may be banked. If the employee chooses not to take the three (3) vacation days in any one school year, they may be paid for these days in the second pay period of September in a separate check.

- I. Should an employee's employment with the employer terminate, all vacation accrued shall be paid to the employee within three (3) calendar weeks.

ARTICLE XI

CONFERENCES

- A. Bargaining unit members may attend, at a normal work day pay, appropriate skill development conferences providing substitutes are available (if substitutes are needed). Those desiring to attend a conference must have the approval of their supervisor and complete the District conference request forms.

ARTICLE XII

WORKING HOURS

- A. An employee's regular work week shall consist of no more than forty (40) hours worked during no more than five (5) days with a minimum of one-half (1/2) hour for lunch break per day. Employees shall not take work home.
- B. An employee shall receive one fifteen (15) minute break per three and one-half (3 ½) to four (4) hours worked.
- C. The Administration will determine the work schedule of each employee within the limitations of A. and B. above
- D. In the event school is canceled prior to the start of an employee's work day due to inclement weather or conditions not within the control of the District, the employees are not expected to report for duty and there shall be no deductions from the employee's pay or leave days of absence. If schools remain closed more than three (3) consecutive days, employees shall report to work and be paid at straight time for their normal work day. A supervisor may call an employee and require that he/she report to work. Said employee shall report to work as soon as he/she can and shall be paid an additional amount of straight time for the number of hours called in and worked.

In the event school is canceled after the start of an employee's work day due to inclement weather or conditions not within the control of the District, the employees will remain on duty until dismissed by their supervisor. If the employee is dismissed prior to the end of their normal work day, they will be paid as if they had worked the normal work day.
- E. Working hours for each assignment will be determined by the Administration. All such working hours may be changed by the Administration upon reasonable notice to the employee(s) involved.
- F. The normal work schedule of employees may be adjusted/changed at the discretion of the Board or Administration (after consultation with the employee) in regard to work days, hours and assignment.
- G. The work schedule shall be subject to all of the terms and provisions of this Master Agreement, including the layoff and termination provisions thereof, which said terms and provisions shall take precedence over the normal work schedule.
- H. It is anticipated that work schedules will be adjusted to reflect circumstances beyond the control of the Board and Administration.

ARTICLE XIII

OVERTIME

- A. Any work performed over forty (40) hours in one (1) week will be paid at the rate of time and one-half.
- B. Any work performed over eight (8) hours per day shall be paid at the rate of time and one-half.
- C. Paid holidays and emergency leave are considered work time.
- D. In no event shall overtime hours be paid more than once (i.e. daily and weekly overtime shall not be paid for the same hours worked).
- E. All overtime must be approved by the appropriate supervisor prior to the time the overtime is worked.

ARTICLE XIV

LIABILITY INSURANCE

- A. The board maintains a general liability insurance policy providing general liability insurance for itself, the School District, and all employees in the Bargaining Unit, subject to and in accordance with the terms and conditions of said policy.
- B. Before using his or her own vehicle to transport students or for other school business, an employee shall first be duly authorized to do so, shall have a valid driver's license, shall have accident insurance on the vehicle at the employee's expense, and may be required to provide the Board with a current certificate of insurance covering the employee's use of such vehicle.

ARTICLE XV

MILEAGE

- A. When an employee is authorized and required by the employee's supervisor to use the employee's own automobile for school business, the employee shall be reimbursed at the amount established by the Board, but not to exceed the maximum amount allowed by the IRS per mile. Requests for payment of such mileage must be submitted by the individual employee on forms provided by the Board.

ARTICLE XVI

NECESSARY REDUCTION AND RECALL OF PERSONNEL

- A. When the size of the work force is to be reduced through a layoff of employees for any reason as determined by the Board, the following procedure will be utilized by the Board or its designated representative(s):
1. Temporary or substitute help shall be laid off first provided there are probationary or seniority (non-probationary) employees who are able and fully qualified to fill the remaining positions.
 2. Probationary employees shall be laid off next provided there are seniority (non-probationary) employees who are able and fully qualified to fill the remaining positions.
 3. If seniority (non-probationary) employees are to be laid off, such employees shall be laid off on the basis of their seniority (i.e. least senior first) within their classification, provided there are other seniority employees within their classification who are able and fully qualified to fill the remaining positions.
- B. Written notification of any such layoff shall be given not less than twenty (20) calendar days before the effective date thereof.
- C. The Administration shall offer laid off employees any reasonable assistance in securing other employment.
- D. When the size of the work force is to be increased following a layoff pursuant to Paragraph A., above, the following procedure will be utilized by the Board or its designated representative(s):
1. Seniority (non-probationary) employees shall be recalled first on the basis of their seniority (i.e. most senior first) provided they are able and fully qualified to fill the available positions.
- E. All recalls shall be made by written notice sent by certified or registered mail, return receipt requested, to the employee's last known address according to the records of the Board. Such recall notices shall specify the date upon which the employee shall return to work, and such recalled employees shall return to work on the date so specified; provided, however, that if said date is within ten (10) working days following the date the recall notice is either receipted for or returned undelivered, the employee shall have ten (10) working days following the date of mailing said recall notice within which to return to work.
- F. 1. Job vacancies, if any, resulting from a lay-off of personnel, as provided in this Article, may be filled by the Board or Administration through transfer or

reassignment of other Bargaining Unit employees without regard to the job posting or other provisions of Article VI (Vacancies and Transfers) hereof.

2. Job vacancies which result from reinstatement of employment positions previously eliminated in connection with a lay-off, and which occur during a period when there are employees laid off who are eligible and entitled to be recalled, may similarly be filled by the Board or Administration through a recall of employees, as provided in this Article, without regard to the job posting or other provisions of Article VI (Vacancies and Transfers) hereof. Other job vacancies, however (i.e. those resulting from employee resignations or retirement, etc.) shall be posted.

G. In the event that an employee's position is 1) eliminated, or 2) reduced in the number of scheduled work hours per day, (greater than fifteen (15) minutes per day), or work days per year (greater than five (5) days per year), or 3) if an employee is involuntarily transferred to a position with less scheduled work hours per day (greater than fifteen (15) minutes per day), or work days per year (greater than five (5) days), or 4) if an employee is involuntarily transferred to a position in a lower classification, then the employee shall have the right to bump another employee according to the following procedures:

1. To initiate bumping in the event the employee's hours are reduced or per Article XVI G above, the employee may bump only to regain lost work hours, regain lost days and/or regain their rate of pay. Once the bumping is set in motion, any employee being bumped may bump an employee in their current classification or in a lower classification with less seniority, provided the employee is able and fully qualified to fill the position.
2. Any employee that is bumped from their position by another employee with greater seniority shall have the same right as the employee that bumped him/her.
3. Employees shall request, in writing to the Human Resources Office, their intentions to exercise their right to bump another employee. This request shall state the position which they are requesting to bump into.

ARTICLE XVII

ASSIGNMENT CLASSIFICATIONS

A. The following assignment classifications shall apply:

CLASSIFICATION I

- Secretary to the Principal – High School
- Secretary to the Principal – Middle Schools
- Secretary to the Principal – Elementary Schools
- Secretary to the Principal of Alternative Education/Adult Education
- High School Main Office Secretary – Office of the Principal
- Secretary to Food Services Department
- Secretary to Director of Technology
- Secretary to Director of Special Education
- Secretary to Director of Operations
- Secretary to Director of Transportation
- Secretary to High School Athletic Director
- Graphics/Copy Service Operator

CLASSIFICATION II

- Middle School Receptionist Secretary
- Student Services Secretary – High School, Middle Schools
- Laminator/Copy Service Operator
- IMS Technical Process Secretary
- High School Attendance Office Secretaries
- Special Education Secretary
- High School Guidance Information Center Coordinator
- High School Receptionist/Telephone System Coordinator
- Professional Library Media Assistant
- Secretary – Adult Education – Daytime
- Secretary – Adult Education – Day and Evening
- Copy Center Assistant

CLASSIFICATION III

- Middle School Attendance Secretaries
- Media Assistants
- Secretary to Recreation Coordinator

CLASSIFICATION IV

- Clerks
- Clerk/Typist
- Media Assistant/Clerk

- B. The District shall notify the Association of proposed changes in the job titles, position descriptions and/or classification levels of the positions listed above; provided, however, that the ultimate determination of job titles and position descriptions is the responsibility of the District alone.
- C. In the event an employee feels that his/her position should be reclassified, said employee will develop the specific reasons for the request on the Classification Upgrade Request form. The evidence will include new job duties assigned to the employee as well as the frequency the new duties need to be performed and how the level of responsibility has changed. The Assistant Superintendent of Human Services, the Principal or Department Director, and the Association president shall receive written documentation of these specific reasons.

The final recommendation will be the responsibility of the Assistant Superintendent of Human Services.

The employee will receive written notification of the decision from the Assistant Superintendent of Human Services.

ARTICLE XVIII

EMPLOYEE PERFORMANCE

- A. Evaluation of employees is an administrative function. The form and procedure will be agreed upon by the District and Association.
- B. Each employee shall be evaluated at the end of the employee's first year by the employee's Supervising Administrator. The results of each evaluation will be shared at a meeting scheduled with the employee. If the evaluation is satisfactory, the employee shall be evaluated every two (2) years thereafter.
- C. When an employee receives a written evaluation which is unsatisfactory, the Administration may freeze that employee's wage rate at the level received at the time of the evaluation and/or the employee will be on an Individual Development Plan.
- D. When an employee receives an unsatisfactory evaluation, the employee shall be given a written notice of unsatisfactory performance/conduct. The employee will be given a reasonable opportunity, a minimum of thirty (30) working days, to correct such unsatisfactory performance/conduct unless such unsatisfactory performance/conduct would justify an immediate wage freeze or dismissal. The Administrator shall notify the employee that the employee should have Union representation present at the meeting.

- E. Prior to a wage freeze taking place, the employee shall meet with the Assistant Superintendent of Human Services to discuss the action to be taken. The employee may have Union representation at the meeting.
- F. Within six (6) months after the unsatisfactory evaluation or wage freeze taking effect, an evaluation will be conducted of that employee. If this evaluation is satisfactory, the employee will be taken off the IDP and/or the wage freeze will be lifted and the employee will begin to receive the wage level which would have been received, if the wage freeze had not been implemented.
- G. If the evaluation is unsatisfactory, then the wage freeze and Individual Development Plan could be extended an additional six (6) months, or more severe disciplinary action may take place, including discharge.
- H. Just Cause:

The Board shall not discharge, suspend, implement a wage rate freeze or otherwise discipline any employee without just cause. An employee found to have been discharged, suspended, had his/her wage rate frozen or otherwise disciplined without just cause shall be reinstated, paid any lost wages and benefits and otherwise made whole.

ARTICLE XIX

WAGES

A. Employees subject to this Agreement shall be paid in accordance with the wage scale(s) attached hereto and made a part hereof as Appendix "A". Effective with the 2006-07 school year, those members meeting at least one out of two responsibilities listed below, shall receive a \$.25 "responsibility adjustment" on their salary schedule step:

1. You are the primary secretary to the principal or director.
2. You are the primary person responsible for administration of medication as designated by your building principal.

B. Longevity

Each year on June 1, employees with:

Full-time employees: (9 – 12 month annual schedule, 30 hours per week or more)

Employees with thirteen (13) years seniority or more shall receive a longevity payment of \$425.00

Employees with eighteen (18) years seniority or more shall receive a longevity payment of \$750.00

Part-time employees:

Employees with thirteen (13) years seniority or more shall receive a longevity payment of \$265.00.

Employees with eighteen (18) years seniority or more shall receive a longevity payment of \$275.00.

ARTICLE XX

FRINGE BENEFITS

A. HEALTH INSURANCE

Effective December 1, 2008, the Board shall provide MESSA's Choices II, \$5/\$10 prescription drug card, PAK A or B for a full twelve-month period (for the first two years of this Agreement) for each employee, his/her spouse and his/her dependents defined eligible by MESSA.

Effective July 1, 2010, the Board shall provide MESSA's Choices II, Pak A or B, with a \$10/\$20 prescription drug card, for a full twelve-month period for each employee, his/her spouse, and his/her dependents defined eligible by MESSA. The Board will also provide an \$8,000 pool of funds to be used to reimburse employees carrying PAK A for the prescription difference paid between the \$5/\$10 and \$10/\$20 prescription drug card. Any unexpended pool funds at the end of the 2010-2011 school year will continue to be available to the members until a new contract has been bargained, unless a new contract has been bargained by June 30, 2011. Any unencumbered funds would be returned to the general fund.

The Board shall contribute to, but not exceeding, the following amount toward the cost of such health insurance coverage:

1,500 OR MORE HOURS/YEAR

For employees assigned to work 1,500 or more hours per year, the Board shall pay 100% of Choices II, \$5/\$10 prescription drug card, PAK A or PAK B at the monthly Full Family, Two Person or Self-Only premium rate. Each employee must elect PAK A or B.

PAK A Benefits Include:

Choices II, \$5/\$10 prescription drug card, (Preferred RX \$5.00/\$10.00 co-pay
MESSA Limited Medicare Supplement Insurance and Medicare Part B.)

Negotiated Long Term Disability (after eight (8) years)

70%

90 Calendar Day Modified Fill

\$3,000 Maximum

Alcoholism/Drug Abuse Waiver: Same as any other illness

Mental/Nervous Waiver: Same as any other illness – 2 yr. Limit

Own Occupation 2 years

Minimum Pay Out 5%

Pre-existing condition Waiver

Freeze on Offsets

Maternity: Standard

Rehabilitation Standard

Social Security Offset: Family

Cost of living Adjustment

Delta Dental

80/80/80 \$1,000 Maximum

80 \$750 Maximum

Internal and External Coordination of Benefits

Negotiated Life Insurance: \$25,000 AD and D

Vision: VSP 3 Plus

PAK B Benefits Include

1. For 07/08: Employees receiving Cash Benefit in lieu of health insurance shall receive a cash benefit in the amount of the 2006-07 negotiated rate plus 25% of the 07/08 increase.

Effective December 1, 2008, Employees receiving Cash Benefit in lieu of health insurance shall receive a cash benefit of \$521.21 per month.

Beginning April 1, 2006, those newly hired employees who choose to receive Cash Benefit in lieu of health insurance shall receive a cash benefit at a flat rate of \$3,000 annually. Benefit year is from October 1 through September 30. Employees hired after the October 1 date each year receive pro-ration of the \$3,000 annual amount.

Negotiated Long Term Disability (after eight (8) years): Same as Plan A

Delta Dental: Same as Plan A

Negotiated Life: Same as Plan A

Vision: Same as Plan A

721 HOURS OR MORE BUT LESS THAN 1,500 HOURS/YEAR

For employees assigned to work at least 721 hours, but less than 1,500 hours per year, the Board shall pay 50% of the monthly Full Family or Two Person Choices II Health Cobra PAK premium rate, or 100% of the Self-Only premium rate of Choices II and when appropriate MESSA limited Medicare Supplement Insurance and Medicare Part B. Employees electing Choices II Health coverage must enroll in PAK A benefits. Employees electing cash in lieu of health insurance must enroll in PAK B benefits.

For Example:

A person electing Choices II health benefits would receive,

50% Board paid Choices II Full Family or Two Person coverage

or,

100% Board paid Choices II Single Subscriber coverage

and,

All employees with eligibility between 721 but less than 1,500 hours/year electing either of the above options shall also receive,

100% Board Paid Negotiated Long Term Disability (after eight (8) years): Same as Plan A
100% Board Paid Delta Dental: Same as Plan A
100% Board Paid Negotiated Life: Same as Plan A
100% Board Paid Vision: Same as Plan A

720 Hours/Year or Less for Employees hired in the Bargaining Unit prior to April 1, 2006.

For employees assigned to work 720 hours per year or less, the Board will pay a pro-rated amount of 1) 50% of the monthly full family or two person Choices II Health Cobra PAK or 2) 100% of the self-only premium rate of Choices II (Example: An employee scheduled to work 628 hours per year with a spouse and a child shall receive a premium subsidy amount equal to $\frac{628}{720}$ multiplied time 50% of the monthly full family premium rate). All employees assigned to work less than 720 hours per year shall receive 100% Board paid LTD (after eight (8) years), Delta Dental, Negotiated Life and Vision as per PAK A or B.

Beginning April 1, 2006, those newly hired employees who work 720 hours per year or less shall receive no benefits.

Any Employee may elect, in lieu of health insurance coverage, to receive a pro-rated cash amount as described under PAK B Benefits above. This amount can be deposited, in a qualified tax deferred annuity program from a Board list of approved annuity programs which shall include VALIC and MEA financial services. The Board will offer employees who elect this option a qualified, limited cafeteria plan, to meet the requirements of Federal Law.

B. LONG-TERM DISABILITY

Employees with eight (8) years of continuous District service shall be eligible to participate in a Long-Term Disability Insurance Program as provided in PAK A, or B.

C. GENERAL INSURANCE PROVISIONS:

1. New employees to the Bargaining Unit shall be eligible for the above insurance beginning with the first day on which they begin work. However, that the Board shall not be required to begin payment of the premium until the first of the month following the employee's hire. If the employee is hired on the first day of the month, the Board shall begin payment of the premium immediately.
2. The above insurance coverage shall be continued during paid leaves of absence.
3. In the event an employee is indefinitely laid off, goes on an unpaid leave of absence, resigns or otherwise terminates his/her employment, the above insurance

shall be continued through the month following the month in which their lay off, resignation, termination or unpaid leave of absence was effective.

4. Employees returning from an unpaid leave of absence or from lay off shall be eligible for the above insurance beginning with his/her first work day upon return, provided, however, that the Board shall not be required to begin payment of the premium until the first of the month following the employee's return. If the employee returns on the first day of the month, the Board shall begin payment of the premium immediately.
5. The annual open enrollment period shall be the last week of August through the middle of September.
6. **INSURANCE LIMITATION:** The employer's obligation for insurance benefits shall be limited to the terms and conditions of the insurance policies.

D. PAYMENT UPON RETIREMENT

An employee who retires from the District under the Michigan School Employee's Retirement System will receive a one-time payment of \$125-for each year of full-time (9 to 12 month annual schedule, 30 hours per week or more) District service and \$100 for each year of part-time District service.

Upon retirement, secretaries will receive a payment of \$10.00 for each sick day accumulated over 200 days.

ARTICLE XXI

WAIVER CLAUSE

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 matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The above provision does not apply to any past practice.

NOTE: This provision shall not be enforceable until such time as the decision of the Michigan Employment Relations Commission shall be issued and become final after any and all appeals are exhausted in MERC Case No. C91 G-171 regarding whether this Waiver Clause is a mandatory or permissive subject of bargaining. If the final decision finds this Waiver Clause to be a mandatory subject of bargaining, it shall then become enforceable. If the final decision finds this Waiver Clause to be a permissive subject of bargaining, it shall remain unenforceable and void.

ARTICLE XXII

NO STRIKE – NO LOCKOUT

During the term of this Agreement, the Employer will not lock out the employees.

The Union agrees that during the term of this Agreement, it, its members, or any employees in the Bargaining Unit represented by it, will not call, authorize or participate in any strike, work stoppage or other interruption of or interference with the normal business or activities of the Employer.

ARTICLE XXIII

NEGOTIATIONS PROCEDURES

- A. It is understood that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.
- B. Not later than June 1, of the calendar year in which this Agreement expires, the Board agrees to negotiate with the Union over a successor agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning wages, hours and other terms and conditions of employment. Any agreement so negotiated will apply to all employees and will be reduced to writing and signed by the Board and the Union.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the School District. Time and place for negotiations will be agreed to by both parties. While no final agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE XXIV

UNEMPLOYMENT COMPENSATION

Secretaries who work less than twelve (12) months, are laid off and receive unemployment compensation during the summer, and are then called back to work at the beginning of the next school year, shall have their salary adjusted so that the secretary's unemployment benefits plus his or her annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off.

ARTICLE XXV

PERSONNEL FILES/COMPLAINT PROCEDURES

- A. Each employee shall have only one (1) "personnel file" to be kept in the District's central office file.
- B. Before any written document is placed in an employee's personnel file, the following shall be done:
 - 1. Any written document, complimentary and/or complaining, about an employee(s) that is to be placed in a file should be dated and a copy given to employee(s).

2. The employee(s) shall have the right to submit written response to the material, which shall be attached to all copies of the written document.
 3. The District shall conduct an investigation of any written complaint to determine the accuracy of the document. If it is found that any portion of the document is not accurate, the inaccurate portion(s) of the document will be corrected before the document is placed in the employee(s)'s personnel file.
 4. The District will provide the name(s) of any complainants to the employee if the names are known.
- C. Freedom of Information Act (FOIA) – In the event that the District receives a FOIA request for any document or information from an employee(s)'s personnel file, the District shall promptly provide the following to the affected employee(s) and to the Association:
1. A copy of the FOIA request.
 2. Upon the employee's request, in the event that the District, or other agents or attorneys, intend to disclose any documents, a copy of said documents shall first be made available to the Association and the employee(s) (if available) so that the Association and the employee(s) are aware of the documents intending to be disclosed.

ARTICLE XXVI

GRIEVANCE PROCEDURE

- A. Definition: A grievance shall be defined as an official complaint filed by an employee, group of employees, or the Union based on alleged violations of specific provisions of the Agreement.
- B. Exclusions: Notwithstanding the foregoing definition, it is understood and agreed that the following matters are not subject to and may not be processed under the grievance procedure contained in this Agreement:
1. Employee evaluations, except with respect to procedural violations.
 2. The termination or non-renewal of any probationary employee.
- C. General Provisions
1. All grievance documents or records shall be filed separately from the personnel files of the participants.
 2. Nothing contained herein shall be construed as limiting the right of a grievant to discuss a matter informally with any appropriate member of the administration in an effort to resolve the matter without recourse to the grievance procedure; provided however, that any such resolution shall not be inconsistent with the terms of this Agreement unless the Union was allowed to participate in the resolution and concurs with it.
 3. The term "days," as used in this grievance procedure, shall mean and refer to school days (i.e. days when students are scheduled to be in attendance).
 4. The number of days indicated at each level of the grievance procedure shall be considered a maximum, and the parties shall attempt to expedite the process when reasonably possible. The time limits contained in the grievance procedure may be compressed or extended, in writing, by mutual consent.
 5. A grievance which is not timely filed or appealed, shall be considered as dropped or abandoned, and may not thereafter be processed. In the event the administration fails or neglects to issue a timely answer or response, the grievance will be deemed to have been denied and may be appealed to the next level.

6. Grievance may, upon mutual agreement of the parties, be filed at Level Two or level Three of the grievance procedure; provided, however, that such filing shall not alter the timeliness and procedural (i.e. contents of written grievance) requirements of Level one and/or Level Two.
7. No reprisals of any kind shall be taken by or against any party or any participants in the grievance procedure by reason of such party's or participant's good faith participation.

D. Specific Procedure: In addition to the foregoing, the specific procedures below shall be followed:

1. Level One – Informal Meeting

When a bargaining unit member(s) or the Union believe(s) a grievable event has occurred, and if it is to be grieved, the affected employee(s) or the Union shall request a meeting with the immediate supervisor in an effort to resolve the matter informally.

The meeting must be requested within thirty (30) days following the grievable event, or (if the grievable event could not have been detected) within thirty (30) days following the time when it might have been detected, but in no event later than sixty (60) days following the grievable event.

The immediate supervisor shall meet with the grievant and the Union within ten (10) days following the request for an informal meeting. If the matter is not promptly and satisfactorily resolved pursuant to this informal step, a written grievance may be filed as provided in Level Two (below).

2. Level Two – Immediate Supervisor:

A. If a grievance is not promptly and satisfactorily resolved at Level One (above), a formal grievance may be filed subject to and in accordance with the following terms and conditions:

(1)The grievance must be in writing and must be filed with the principal or appropriate administrator within ten (10) days following the informal meeting held pursuant to Level One (above).

(2)The written grievance must also include the following:

- (a) It shall be identified as “Individual” or “Union”, and shall be signed by the individual(s) or a Union representative (as the case may be);
- (b) It must identify the specific provision(s) of this Agreement which have been allegedly violated;
- (c) It must state the facts supporting the alleged violation; and
- (d) It must specify the relief requested.

(3) The principal or appropriate administrator will respond to the grievance, in writing, within ten (10) days following receipt of the grievance at Level Two.

3. Level Three – Superintendent

- a. If a grievance is not satisfactorily resolved at Level Two, the grievant may appeal it to the Superintendent in writing, within ten (10) days following issuance of the Level Two written answer (or following the time when it should have been issued if it was not timely issued).
- b. Within ten (10) days of the receipt of the grievance, the Superintendent (or his/her designee) shall meet with the grievant and/or the Union to hear and discuss the grievance.
- c. Within ten (10) days following the meeting at Level Three, the Superintendent (or his/her designee) shall render a written decision on the grievance.

4. Level Four – Mediation

- a. If a grievance is not satisfactorily resolved at Level Three, the parties agree to participate in non-binding mediation with a state appointed mediator. The Union must notify the District and request the appointment of a mediator within thirty (30) days of the written decision of the superintendent (or designee).

5. Level Five – Court

- a. If a grievance is not satisfactorily resolved at Level Four, the Union may take its complaint to a court of competent jurisdiction, and must notify the Employer in writing of its intent to do so within thirty (30) days following the last mediation at Level Four.

ARTICLE XVII

DURATION OF AGREEMENT

- A. This Agreement is effective July 1, 2008 and shall continue until midnight, June 30, 2011 at which time it shall terminate whether or not any notice of termination has been served on either party by the other.
- B. Full retroactivity (to July 1, 2008) on all wages for all employees in the Bargaining Unit on date of the tentative agreement plus retirees.
- C. Commencing no later than June 1, 2011, the parties shall meet and arrange for negotiations of the next collective bargaining agreement.
- D. In witness whereof, the parties hereto have, through their authorized representatives, executed this Agreement:

**GRAND HAVEN SECRETARIES’
ASSOCIATION, MEA-NEA**

**GRAND HAVEN BOARD OF
EDUCATION**

By: _____
Anita Dusnik
President

By: _____
Caralee Nietering
President

By: _____
Keely Van Dort
Vice President

By: _____
Joanne Query
Secretary

By: _____
Bev Traxler
Negotiating Team Member

By: _____
Keith Konarska
Superintendent

By: _____
Bonnie Eding
Negotiating Team Member

By: _____
Kathie Oakes
Executive Director

Appendix "A"

WAGES

A. 2008-09 WAGE SCALE (EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2009 (FULLY RETROACTIVE))

**2008-2009 WAGE SCALE
1.75% Increase**

ASSIGNMENT
CLASSIFICATION

	1	2	3	4	5	6	9-11	12	13*
1	\$ 12.19	\$ 12.60	\$ 13.10	\$ 13.65	\$ 14.22	\$ 15.49	\$ 15.66	\$ 15.84	\$ 16.04
	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
	\$ 12.44	\$ 12.85	\$ 13.35	\$ 13.90	\$ 14.47	\$ 15.74	\$ 15.91	\$ 16.09	\$ 16.29
2	\$ 12.01	\$ 12.22	\$ 12.81	\$ 13.24	\$ 13.98	\$ 14.91	\$ 15.08	\$ 15.27	\$ 15.46
	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
	\$ 12.26	\$ 12.47	\$ 13.06	\$ 13.49	\$ 14.23	\$ 15.16	\$ 15.33	\$ 15.52	\$ 15.71
3	\$ 11.63	\$ 12.03	\$ 12.51	\$ 12.93	\$ 13.49	\$ 14.62	\$ 14.81	\$ 15.00	\$ 15.18
4	\$ 11.50	\$ 11.90	\$ 12.40	\$ 12.81	\$ 13.35	\$ 14.21	\$ 14.40	\$ 14.56	\$ 14.74

*Adding a Step 13 for each classification @ 3%

WAGES

**2009-10 WAGE SCALE
2% Increase on Schedule**

WAGE STEPS - FULL YEARS OF SERVICE

ASSIGNMENT
CLASSIFICATION

	1	2	3	4	5	6	9-11	12	13
1	\$ 12.43	\$ 12.85	\$ 13.36	\$ 13.92	\$ 14.50	\$ 15.80	\$ 15.97	\$ 16.16	\$ 16.36
	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
	\$ 12.68	\$ 13.10	\$ 13.61	\$ 14.17	\$ 14.75	\$ 16.05	\$ 16.22	\$ 16.41	\$ 16.61
2	\$ 12.25	\$ 12.46	\$ 13.07	\$ 13.50	\$ 14.26	\$ 15.21	\$ 15.38	\$ 15.58	\$ 15.77
	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
	\$ 12.50	\$ 12.71	\$ 13.32	\$ 13.75	\$ 14.51	\$ 15.46	\$ 15.63	\$ 15.83	\$ 16.02
3	\$ 11.86	\$ 12.27	\$ 12.76	\$ 13.19	\$ 13.76	\$ 14.91	\$ 15.11	\$ 15.30	\$ 15.48
4	\$ 11.73	\$ 12.14	\$ 12.65	\$ 13.07	\$ 13.62	\$ 14.49	\$ 14.69	\$ 14.85	\$ 15.03

**WAGES
2010-11 WAGE SCALE
2% Increase on Schedule**

WAGE STEPS - FULL YEARS OF SERVICE

**ASSIGNMENT
CLASSIFICATION**

	1	2	3	4	5	6	9-11	12	13
1	\$ 12.68	\$ 13.11	\$ 13.63	\$ 14.20	\$ 14.79	\$ 16.12	\$ 16.29	\$ 16.48	\$ 16.69
	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
	\$ 12.93	\$ 13.36	\$ 13.88	\$ 14.45	\$ 15.04	\$ 16.37	\$ 16.54	\$ 16.73	\$ 16.94
2	\$ 12.50	\$ 12.71	\$ 13.33	\$ 13.77	\$ 14.55	\$ 15.51	\$ 15.69	\$ 15.89	\$ 16.09
	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
	\$ 12.75	\$ 12.96	\$ 13.58	\$ 14.02	\$ 14.80	\$ 15.76	\$ 15.94	\$ 16.14	\$ 16.34
3	\$ 12.10	\$ 12.52	\$ 13.02	\$ 13.45	\$ 14.04	\$ 15.21	\$ 15.41	\$ 15.61	\$ 15.79
4	\$ 11.96	\$ 12.38	\$ 12.90	\$ 13.33	\$ 13.89	\$ 14.78	\$ 14.98	\$ 15.15	\$ 15.33

- B. Full year of service is defined as calendar year commencing with the anniversary date of employment. Service is time on the job. Time on the job includes authorized leaves of absence as set forth in this contract.
- C. Employees changing job classification shall be located on the above schedule(s) by the Administration.
- D. Only 52 week employees shall have the option of receiving payment over twenty-six (26) pay periods.
- E. The Board/Administration may place a new employee up to and including Step Two (2) (two years).

CLASSIFICATION UPGRADE REQUEST
Grand Haven Secretaries Association

Name: _____ **Current Classification:** _____

Building: _____ **Position:** _____

Requesting Upgrade to Classification: I II III IV (Circle one)

Please list in detail, the job duties or responsibilities required to perform this job at the time you were hired (attach additional sheet if necessary).

Please list duties or responsibilities that have been added to this position since that time (attach additional sheet if necessary).

Please circle YES or NO to the following questions:

Do you dispense medication to students? Yes No

Do you give medical aid to students who are ill or injured? Yes No

Do you report directly to a Principal or Director? Yes No

Do you speak or interact and problem solve with parents on a daily basis? Yes No

Do you speak or interact and problem solve with students on a daily basis? Yes No

Do you collect/deposit money for your building/department? Yes No

Do you have knowledge of confidential information regarding students? (Example: IEP, discipline, legal, or medical documents, etc.) Yes No

Do you have knowledge of confidential information regarding employees? (Example: evaluations, attendance records, disciplinary actions, etc.) Yes No

Do you have knowledge of confidential information regarding parents? (Example: incarceration, police record, divorce, etc.) Yes No

Employee Signature

Date

It is the responsibility of the employee to send copies of this request to the following individuals:

- *Assistant Superintendent of Human Services*
- *Building Principal*
- *President, Grand Haven Secretaries Association*