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AGREEMENT

Between

CHARLOTTE PUBLIC SCHOOLS

And

INTERNATIONAL UNION OF

**OPERATING ENGINEERS
LOCAL 547 A, B, C, E, H - AFL-CIO**

SECRETARIAL BARGAINING UNIT

July 1, 2009 through June 30, 2011

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This Agreement entered into this 7th day of May, 2009 by and between the Board of Education of the Charlotte School District, Charlotte, Michigan, hereinafter called the "Board," and the International Union of Operating Engineers Secretarial Unit, hereinafter called the "Union."

ARTICLE 1
UNION RECOGNITION

The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Act 379, Public Acts of 1965, for all part-time (working five (5) or more hours per week), full-time and full year secretaries and clerical employees, but excluding secretaries, bookkeepers, and clerks who work in the Central Office; substitutes; temporary employees; supervisors and all other employees.

All personnel represented by the Union in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Secretaries" and reference to female personnel shall include male personnel.

ARTICLE 2
EMPLOYEE RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any secretary in the enjoyment of any rights conferred by said Act 379, or other laws of Michigan, or the Constitution of Michigan or the United States; that it will not discriminate against any secretary with respect to hours, wages, terms or conditions of employment by reason of her membership in the Union or collective negotiations with the Board or her institution of any grievance, complaint or proceeding under this Agreement.
- B. The Union and its members shall have the right, subject to prior approval of the supervisor in charge, to use school building facilities at all reasonable hours for meetings. Bulletin boards shall be made available to the Union.
- C. The Board agrees to furnish to the Union, in response to reasonable requests, information which will assist the Union in developing accurate, informed and constructive programs on behalf of the secretaries, together with information which may be necessary for the Union to process any grievance or complaint.
- D. Any case of assault upon a secretary or her property, during working hours or arising out of a school situation, shall be promptly reported to the Superintendent or his/her designee.
- E. The employee may request union representation at any meeting which may result in discipline.

ARTICLE 3
BOARD RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained by the Board.
- B. It is expressly 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 Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by the way of limitation, the right to:
1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
 3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees in accordance with the Articles contained in this Agreement.
 4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distribution, 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.
 5. Adopt rules and regulations.
 6. Determine the qualifications of employees, including physical conditions as provided by law.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
 8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 11. Determine the policy affecting the selection, testing or training of employees.

12. To hire all employees, to determine their qualifications and conditions for their continued employment.
 13. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc. by employees, including special programs.
 14. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees and said rules and regulations are not subject to the grievance procedure.
 15. To determine and re-determine job content.
- C. There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of secretaries and their working conditions, which are not inconsistent with the provisions of this Agreement or violations of law. It is further recognized that the Board, in meeting such responsibilities and exercising its powers and rights, acts through its administrative staff.
- D. Subject to the provisions of this Agreement and Public Act 379 of the Public Acts of 1965, the school district reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

ARTICLE 4
UNION SECURITY AND CHECK OFF

- A. Agency Shop
1. In accordance with the terms of this Article, each bargaining unit member, within ninety (90) days of employment shall, as a condition of employment, join the Union or pay a service fee to the Union.
 - a. Union Members: Bargaining unit members joining the Union shall pay dues to the Union in accordance with its policies and procedures.
 - b. Service Fee Payers: Bargaining unit members not joining the Union shall pay a service fee to the Union as determined in accordance with the Union's policy and procedures regarding "Objections to Political-Ideological Expenditures". The remedies set forth in that policy shall be exclusive, and unless and until the procedures set forth therein have been availed of an exhausted, all other administrative, judicial, and contractual procedures shall be barred.
 2. In the event the bargaining unit member shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477, and at the request of the Union, deduct the service fee from the bargaining unit member's wages and remit same to the Union under the procedures provided below. The procedure in all cases of non-payment of the service fee shall be as follows:

- a. The Union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Union may request the Board to make such deduction pursuant to paragraph (a) above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction for same.
3. Due to certain requirements established in recent court decisions, the Union represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated within thirty (30) days following the Union's notification to non-members of the fee for that given school year.
 4. The Union will certify, at least annually to the Board, the amount of said professional fees and the amount of service fees to be deducted by the Board, and that said service fees include only those amounts permitted by the Agreement and by law. This notice shall be provided at least ten (10) days prior to the first deduction.

The Union also agrees to furnish the Board, upon request, with all information necessary for the Board to review the legal sufficiency of the Union's procedures whereby non-members of the Union can challenge service fees established by the Union as well as with respect to the proper identification and allocation of Union expenditures which have been characterized by the Union as properly chargeable to bargaining unit members who do not choose to become members of the Union.

The Union agrees to notify the Board promptly of any future litigation where an order has been issued preventing the Union from implementing its policy regarding "Objections to Political-Ideological Expenditures", or any successor policy pertaining to the same subject matter. In such event, the Board shall have the right to suspend the involuntary wage deduction procedures specified herein for non-Union bargaining unit members.

Should such involuntary payroll deduction become legally disallowed, the Board shall, at the written request of the Union, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Union. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment. Required procedural due process shall be observed.

5. Save Harmless Clause: In the event of legal action against the Board (including each Board member, administrator or other District employee) brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The Board gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires; and

- b. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

The Union agrees that in any action so defended, it will hold the Board harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article. The Union also agrees that neither it nor its affiliates will, in any proceedings, assert that the defense or indemnity provisions of this Article are either unenforceable or void.

6. The Board shall, upon joint approval of the Union and Board, also make payroll deduction, upon written authorization from bargaining unit members, for annuities, credit union, savings bonds, charitable donations, or any other plan or programs. Said deductions shall be made twice monthly.
7. A bargaining unit member who, because of sincerely held religious beliefs, or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations, shall not otherwise financially support the Union as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees, and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donations shall be made to one of three such charitable organizations as mutually designated by the District and the Union.
8. The Employer agrees that upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name and date of hiring of the new employee.

B. Check Off

1. The Board shall deduct the initiation fee and the Union dues or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that month in which said deductions were made, together with a listing of each employee and the amount that is deducted each month, provided however, that the Union shall have submitted to the Board an authorization card in a form permitted by law and signed by the employee from whose pay said deductions are to be made.
2. Such dues, as and when deducted, shall be forwarded to the Union forthwith.

ARTICLE 5
VACANCIES, PROMOTIONS & TRANSFERS

- A. A "vacancy" shall be defined as a position in this bargaining unit which is open due to the resignation, retirement, death or dismissal of the incumbent secretary. A "vacancy" shall also include newly created positions as well as positions where the incumbent secretary is on a leave of absence for twelve (12) or more months.

All vacancies within the bargaining unit shall be open and posted for at least six (6) days in each of the buildings where a secretary is employed. Any secretary may apply for such vacancies.

The Chief Steward will receive a separate mailing notifying her of every secretarial posting in this bargaining unit in the Charlotte Public School District.

- B. Secretaries who are interested in a change of position should advise their principals, as well as the personnel office, prior to the summer vacation.

When vacancies occur during recess periods such that the six (6) days posting period, provided for in paragraph A above, will expire prior to the end of that recess period, the secretaries covered by this Agreement will be notified of such vacancies by letter addressed to each secretary's last known address.

- C. In filling such vacancy, the Board agrees to give due weight to the background and attainments of all applicants. The Board declares its support of a policy for the awarding of positions in the same job classification as that of the internal applicant and for which that applicant is fully qualified. Final selection will be the sole prerogative of the Superintendent or designee.

- D. With regard to secretarial testing:

1. All new applicants outside the District will be tested.
2. All internal candidates applying for posted positions higher than their current classifications will be tested. This requirement may be waived in consultation with the Superintendent and the hiring administrator.
3. The Board will not interview applicants from outside the system until those applicants who have signed for the posting pursuant to paragraph A above have been interviewed for the vacancy. This shall not be interpreted to mean that internal applicants must be rejected before the Board can consider external applicants.

- E. The parties agree that a secretary who is being considered for an unrequested transfer will be notified and consulted by the Administration prior to arrival at a final decision.

Prior to a transfer decision, the Chief Steward shall be notified.

- F. Transfers of secretaries from ten-month positions to twelve-month positions shall receive accumulated length of service credit on their new salary schedule and all other benefits equal to twelve-month positions.

- G. Temporary positions shall first be posted internally.

- H. The employer shall notify the union in writing when a new job is created.

ARTICLE 6 **LAYOFF AND RECALL**

- A. If there is any reduction, or reduction in hours, of the secretarial staff, a secretary in a class with the greater seniority shall remain employed over a secretary with less seniority provided that she is fully qualified to perform the work as determined by her present and impending immediate supervisors. The senior secretary shall bump the least senior secretary with the closest equivalent total annual hours. The more senior secretary may bump only full

positions and not portions of a position. Any secretary whose services are so interrupted (laid off) shall have at least twenty (20) working days notice. Secretaries must exercise bumping rights within two working days of notice of layoff. Probationary employees shall be laid off first, before any regular employee.

- B. If secretaries whose services have been so interrupted are to be re-employed, those having the greatest seniority shall be recalled first to an open position, provided that they are fully qualified to perform the work as determined by their former and impending immediate supervisors. Secretaries with five (5) or more years of seniority shall be eligible for recall two (2) years from the date of layoff. Secretaries with less than five (5) years of seniority shall be eligible for recall for one (1) year from the date of layoff.
- C. Co-op students and probationary employees shall not be used in any building if there are any secretaries on layoff status.

ARTICLE 7

SENIORITY AND PROBATIONARY EMPLOYEES

- A. "Seniority" shall be defined as continuous service from the most recent date of hire. Probationary employees shall have no seniority. Seniority shall accrue during forced layoffs and paid leaves. Seniority shall not accrue during unpaid leaves but shall be retained at the level attained by the secretary at the time unpaid leave commences.
- B. A seniority list shall be developed by the Board and transmitted to the Chief Steward and all secretaries annually. If no written objections are received within twenty (20) days of the distribution of the list, it shall be regarded as conclusive.
- C. All newly hired employees under this contract shall start no higher than step one (1) on the salary schedule for the appropriate classification. A new employee, while on probation for ninety (90) work days with a thirty (30) day extension at the employer's discretion, shall receive twenty (20) cents per hour less than the established rate for the assigned step and classification. Following a probation period, the administrator shall recommend that the secretary be placed on a schedule according to step and classification. After ninety (90) days, the employee will be paid at full rate for the position.

A secretary who begins employment on or before the end of the first semester will be eligible to move to the next step on the salary schedule at the beginning of the following fiscal year. Employees hired on or after second semester begins must stay at their same step and classification for the next fiscal year.

A new probationary employee will be given a copy of the secretarial contract and evaluation form by the Human Resources Office upon request. This form will be used to evaluate the secretary during the probationary period.

- D. The Union shall represent probationary employees for the purpose of collective bargaining in respect to hours, wages, terms and conditions of employment. The Union shall not represent discharged and disciplined probationary employees for other than Union activity.
- E. A newly hired employee shall be on a probationary status, taken from and including the first day of employment. At any time prior to the completion of the probationary period, she may be dismissed by the Employer without appeal by the Union. Upon completion of the probationary period of employees, seniority begins retroactive to the date of employment.

- F. The Chief Steward shall be notified by the Human Resources Office when a new employee is hired, changes from part-time to full-time, or has completed the probationary period. The Chief Steward shall be responsible to notify all members of the Union.

ARTICLE 8
DISCHARGE AND DISCIPLINE

- A. No seniority (non-probationary) secretary shall be disciplined or reprimanded without just cause. Any such action imposed upon a secretary may be processed as a grievance through the regular grievance procedure. A secretary may ask for representation from the Union in the event of any such discipline.
- B. The Union recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in performance, or other violations of discipline by a secretary reflect adversely upon the associates and create undesirable conditions in the school building. Alleged breaches of discipline shall be promptly reported to the offending secretary and to the Union.

ARTICLE 9
GRIEVANCE PROCEDURE

- A. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties to the dispute.

It is agreed that:

1. Both parties shall keep these proceedings as confidential as may be appropriate at each level of the proceeding.
 2. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants and no reprisals of any kind shall be taken by or against any party of interest in the grievance procedure by reason of such participation.
 3. A grievance may be withdrawn at any level without prejudice or record unless, in the judgment of the Union representative, the grievance affects a group of secretaries, in which case the Union shall process the grievance at the appropriate level.
 4. Work days shall be defined as days which the Administrative office is open for the purposes of this Article only.
 5. The parties may agree in writing to extend time lines.
 6. In the event that any Union representative is a party in interest to any grievance, she shall disqualify herself and a substitute shall be named by the Union.
- B. If an individual secretary has a personal complaint which she desires to discuss with a supervisor, she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Union and opportunity for a Union representative to be present, nor shall any adjustment of a grievance be inconsistent with the

terms of this Agreement. The Union will be solely responsible for processing of a grievance on behalf of a secretary.

- C. A claim by any secretary or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. A grievant may invoke the formal grievance procedure on a form signed by the grievant and a designated Union representative. A copy of the grievance form shall be delivered to the principal or supervisor within five (5) work days of the date of the occurrence giving rise to the grievance or within five (5) work days of the date it is reasonable to assume that the grievant or the Union should have become aware of the conditions giving rise to the grievance. In no instance shall this time period exceed thirty (30) days from the date of the occurrence. If the grievance involves more than one school building or a contractual problem, it may be filed directly with the Superintendent.
- D. No grievance may be processed through the arbitration procedure for which there is an alternative forum in state or federal law, pursuant to a statute or regulation.
- E. Each grievance shall contain:
 - 1. A statement of facts supporting the claim (who, what, where, when).
 - 2. A citation to the Articles or sections of this Agreement alleged to have been violated.
 - 3. A requested remedy or resolution for the grievance.
 - 4. The name and the signature of the grievant.
- F. Formal decisions rendered at Levels I, II, III, and IV of the grievance procedure shall be in writing, setting forth the decisions and reasons therefore, and shall be transmitted promptly to all parties in interest.

PROCEDURE LEVEL I

Within five (5) work days of receipt of the grievance, the principal or supervisor shall meet with the Union representative and grievant in an effort to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance in writing within five (5) work days of such a meeting and shall furnish a copy thereof to:

- 1. Chief Steward
- 2. Grievant

PROCEDURE LEVEL II

If the Union or aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days of the meeting held in Procedure Level I, the grievance shall be transmitted, within five (5) work days of the Level I disposition, to the Superintendent or his/her designee, who shall meet with the Union representative on the disposition of the grievance within five (5) work days after the receipt of the grievance. The Superintendent or his/her designee shall indicate his/her disposition of the grievance in writing within ten (10) work days of such meeting and shall furnish a copy thereof to the Chief Steward.

PROCEDURE LEVEL III

If the Union is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within ten (10) work days of such meeting, the grievance shall be transmitted, within ten (10) work days of the Level II disposition, to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance, in writing, by the Board shall be made no later than ten (10) work days thereafter. A copy of such disposition shall be furnished to the Chief Steward and grievant.

PROCEDURE LEVEL IV

If, at this point, the grievance has not been satisfactorily settled, the Union shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with their rules, providing such submission is made within ten (10) work days after receipt by the Union of the Board of Education's answer. If the grievance has not been submitted to arbitration within said ten (10) work day period, it shall be considered withdrawn by the Union. The fees and expenses of the arbitrator shall be paid by the loser. 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.

It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him/her. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

The arbitrator shall have no power:

1. To resurrect or require retroactive adjustment in any other case previously settled or withdrawn.
2. To establish salary scales.
3. To rule on the termination of services.
4. To rule on an evaluation.

ARTICLE 10 **MISCELLANEOUS PROVISIONS**

- A. Periodically there will be meetings with a group of secretaries and administrators to discuss mutual concerns.
- B. The Superintendent may request that any secretary have a medical examination when it is necessary to determine if a secretary can perform the essential functions of her current assignment with or without reasonable accommodations or as is authorized by the Family and Medical Leave Act or Americans with Disabilities Act. The cost of the medical exam shall be paid by the Board of Education.

- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all secretaries now employed or hereafter employed by the Board.
- D. Secretaries may leave early without pay, with the consent of their immediate supervisor and/or principal, at quarter hour increments.
- E. Arrangements may be made to allow up to three secretaries (negotiating team) to attend negotiations, without loss of pay at a time mutually agreed upon, if scheduled during working hours.
- F. STEWARDS:
 1. The employees shall be represented by a Chief Steward and Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union. The Alternate Steward shall act as an employee representative only in the event the Chief Steward is unavailable.
 2. Arrangements may be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and attending grievance meetings, including arbitration, during her working hours, upon approval of her supervisor.

ARTICLE 11
HOURS & WEEKS OF WORK

- A. All secretaries shall fully, faithfully and properly perform the duties of their employment.
- B. The normal secretary's work day shall consist of eight (8) hours per day. The normal work week shall not exceed forty (40) hours per week, Monday through Friday. This is subject to change if job requirements specify differently. Secretaries shall be notified ten (10) work days prior to any schedule change.
- C. All secretaries working in excess of five (5) hours per day shall be entitled to a duty-free, uninterrupted lunch period of not less than one-half hour, without pay, to be mutually agreed upon with the immediate supervisor.
- D. Secretaries shall not exceed the number of work weeks of their immediate supervisor unless unusual circumstances or job requirements prevail; however, they shall be expected to work the equivalent number of weeks as their immediate supervisor, if so scheduled by the Board.
- E. All secretaries shall be granted administrative leave each Friday, each day preceding a holiday, on snow days, and in service days one half (½) hour earlier than their regularly scheduled ending time, unless the immediate supervisor specifically requests they stay until the regular ending time.
- F. Summer work shall be offered to bargaining unit members before outside applicants/substitutes are considered. Summer work is defined as substituting for a full year Union secretary or working on special projects arising during the summer that require secretarial help. Summer projects for Central Office are excluded from this consideration. Any bargaining unit member who does summer work shall be reimbursed at her normal rate of pay. If bargaining unit members desire to be called for summer work, they shall notify the Human Resources Office in writing by June 1 of each year. Human Resources Office will maintain a list of secretaries available for summer work.

- G. When filling out time sheets, the Secretary should enter actual time of arrival and leaving. If a secretary is absent during normal working hours, she must record the reason for absence. The Secretary is responsible for having her time sheet signed by her supervisor or principal and turned in to the central accounting office by the date and time scheduled by the business office.
- H. Each secretary shall be entitled to one (1) 15-minute break per four (4) hours worked. Secretaries and supervisors shall work out the arrangements that best serve the school.

**ARTICLE 12
COMPENSATION**

- A. The salaries of secretaries covered by this Agreement are set forth in Schedule A, which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Each secretary shall be entitled to advance to the next step of her respective schedule classification effective July 1 of every calendar year, except as otherwise provided in Schedule A of this Agreement.
- C. Authorized time worked in excess of forty (40) paid hours in any one week (Friday through Thursday) shall be compensated at an hourly rate of time and one-half. However, for weeks where there is paid vacation, holiday, or sick days, overtime shall be calculated based upon the paid time. Compensatory time off in lieu of overtime pay may be used within two (2) weeks of its accumulation. If compensatory time is not taken within two (2) weeks, it shall be paid in the next payroll. Overtime and compensatory time will only be granted in extenuating circumstances. Overtime and compensatory time will not be worked without the prior approval of the secretary's immediate supervisor and the Superintendent or designee. Arrangement of the work schedule adjustment is to be mutually agreed upon by the supervisor and the secretary.
- D. Alterations in the normal work day will be subject to the approval of the employee's immediate supervisor (building principal).
- E. There shall be eleven (11) paid holidays for Full Year Secretaries and there shall be ten (10) paid holidays for Full Time Secretaries as follows:

Full Year Secretaries [An employee who works 48 weeks per year, eight (8) hours per day, five (5) days per week]:

- Day Before or After New Year's Day (Superintendent's Discretion)
- New Year's Day
- Good Friday
- Monday of Spring Vacation
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Day Before or After Christmas Day (Superintendent's Discretion)
- Christmas Day

Full Time Secretaries [An employee who works more than 37 but less than 48 weeks per year, eight (8) hours per day, five (5) days per week]:

Day Before or After New Year's Day (Superintendent's Discretion)
New Year's Day
Good Friday
Monday of Spring Vacation
Memorial Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Day Before or After Christmas Day (Superintendent's Discretion)
Christmas Day

All secretaries shall receive compensation for President's Day if it is included in the school calendar. All secretaries shall receive Mid-Winter Break days off with pay if these days are included in the school calendar.

- F. Friday before Labor Day. All secretaries may have the option of taking off work with no pay the Friday before Labor Day, subject to their supervisor's approval. In the event administrators are granted the Friday before Labor Day as a paid holiday, all secretaries shall also receive this day as a paid holiday. This day will not be used in determining 48 weeks of employment.
- G. Secretaries shall be entitled to a floating holiday which can be taken at a time mutually agreed upon by the secretary and the building administrator, provided that holiday is taken when students are not in attendance.
- H. Holidays occurring during the vacation period shall not be charged against vacation allowance.
- I. Secretaries are required to work during Act of God days. Secretaries shall be paid time and one-half (1.5) of their hourly rate for hours worked on the first three (3) Act of God days. In the event road conditions are so severe that the secretary is unable to report for work, she will advise her immediate supervisor that she cannot report for work and chooses to stay home with loss of pay for that particular day.
- J. In the event that conditions are so severe that the Superintendent or his/her designee decides to close the buildings, secretaries will be sent home without loss of pay.
- K. Technology Training Incentive Stipend: \$500 maximum per year (for time worked) paid in a lump sum payment at the end of the school year, for successful completion of Technology Training Incentive requirements listed below:

District will provide a technology training incentive of \$500.00 per year to any secretary that successfully completes the Technology Training Incentive requirements listed below:

\$250 for completion of MOUS certification testing with a rating of "Proficient" or higher for any of the following programs: Excel, PowerPoint, Access, or Word – for a maximum of \$500.

ARTICLE 13
CLASSIFICATION

CLASS A SHALL INCLUDE:

1. High School Administrative Assistant
2. Director of Community Education Administrative Assistant
3. District Registrar/Facilities Scheduler
4. Transportation Administrative Assistant

Effective September 1, 2009, Class A Full Time, Full Year will no longer exist. However, employees who were in a Class A position as of September 1, 2008 specifically: High School Administrative Assistant, Community Education & Aquatics/Facilities Scheduler/Child Care Administrative Assistant (Split Position), District Registrar or Transportation Administrative Assistant shall continue to be paid on that salary schedule. As grandfathered employees leave such positions, the classification for these positions shall be as set forth below in Class B or Class C as shown.

CLASS B SHALL INCLUDE:

1. High School Student Services Administrative Assistant
2. High School Athletic Administrative Assistant / High School Administrative Assistant (Split Position)*
3. Middle School Assistant Principals'/Attendance Administrative Assistant
4. Middle School Guidance Administrative Assistant
5. All Elementary Principals' Administrative Assistants
6. Director of Special Education Administrative Assistant
7. High School Attendance Administrative Assistant
8. Middle School Principal's Administrative Assistant
9. Technology Office Administrative Assistant /Community Education Office Administrative Assistant (Split Position)*
10. Media Administrative Assistant
 - a. Senior High School
 - b. Junior High School
 - c. Elementary
11. High School Administrative Assistant
12. Community Education & Aquatics/Child Care Administrative Assistant
13. District Registrar
14. Transportation Administrative Assistant - 34 hours per week
15. Food Service Administrative Assistant - 35 hours per week

CLASS C SHALL INCLUDE:

1. Community Education Office Administrative Assistant
2. Central Office Clerk
3. Technology Office Administrative Assistant
4. Middle School Main Office Administrative Assistant
5. Parkview Office Administrative Assistant
6. CPAC Administrative Assistant
7. High School Athletic Administrative Assistant *
8. High School Office Administrative Assistant *
9. Transportation Administrative Assistant - 21 hours per week

* The Technology Office Administrative Assistant and the Community Education Office Administrative Assistant positions are currently being held by the same employee. The High School Athletic Administrative Assistant and the High School Office Administrative Assistant positions are currently being held by the same employee. If at any time any of these positions are held separately, then positions will return to the Class C classification.

ARTICLE 14 **IMPROVEMENT**

- A. Each secretary in the school system should continue to improve. In-service programs will be provided cooperatively by the administration, school board and secretaries at least once per year as agreed by the Communications Committee and subject to the budget process. It is suggested that in-service courses be offered in part on school time.
- B. All secretaries shall be expected to participate in a reasonable in-service program formulated with the cooperation of the Board, the Administrators and the Secretaries, unless excused for a period of time because of illness or some other unavoidable cause.
- C. Improvement shall be defined as subject matter improvements and shall not be construed as to imply taking of any specific course or number of courses in any given period of time.
- D. The parties support the principals of continuing training of secretaries and participation in community educational projects.
- E. When new equipment and/or software are purchased for office use, the administration will provide appropriate training for secretaries. The amount and kind of training including place and time will be determined by the administration. If secretaries are not satisfied with the training arrangements made by the administration, the Chief Steward and the Superintendent shall meet to try to resolve any problems associated with the training arrangements. The Superintendent's decision shall be final and will not be subject to the grievance procedure contained in this Agreement.

ARTICLE 15 **FISCAL YEAR**

Unless otherwise stated - all terms of this Agreement shall be considered and administered on a fiscal year basis, July 1 to June 30. Exceptions are vacation allowances, seniority, and longevity which shall be computed on the basis of anniversary of date of hire. Should an employee start working between the first and fifteenth day of the month, a full month's credit will be given. After the fifteenth day of the month, the employee shall wait until the following month to receive credit.

PAY PERIOD

Paychecks will be issued every other Friday, covering the two-week period ending two weeks before issuance of check.

ARTICLE 16
VACATIONS

A. Secretaries who work 48 weeks or more shall have the following paid vacation schedule:

1 to 5 years	2 Weeks [Ten (10) Working Days]
6 to 9 years	3 Weeks [Fifteen (15) Working Days]
10 years and over	4 Weeks [Twenty (20) Working Days]

Vacation time must be arranged with the secretary's immediate supervisor with concurrence of the Superintendent of Schools.

- B. Vacations shall be computed from the anniversary date (of employment) to anniversary date. The vacation allowance to which an individual is entitled shall be determined by the number of years of service completed by her anniversary date.
- C. Vacation allowance may not be accumulated from one anniversary day to the next, except on the basis of written request, which must be approved by the immediate supervisor.
- D. Vacation shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the school system. Insofar as is possible within this limitation, vacations shall be scheduled at a time satisfactory to the secretary and her immediate supervisor.
- E. Vacation shall be scheduled for a period of not less than one week at a time, or not less than the number of days to which the employee is entitled, whichever is smaller, unless otherwise approved by the immediate supervisor.
- F. Prior or subsequent overtime will not generally be approved within that pay week as a result of time lost due to vacation.

ARTICLE 17
INSURANCE PROTECTION

The Board of Education, for the duration of this Agreement, shall make premium contributions on behalf of full year secretaries and full time secretaries (as defined in Article 12 of this Agreement) (and eligible dependents) while employed by the District on a regular basis for thirty-five (35) or more hours per week in the amount of \$1038 - Full Family, \$899 - Two-party, or \$411 - Single of the monthly premium. (If applicable, these rates include HSA deposits). The employee shall be responsible for any additional premium cost payable by a tax deferred payroll deduction.

Phase in of insurance:

- At the beginning of the 1st year of employment - eligible for single subscriber
- At the beginning of the 2nd year of employment - eligible for two-party
- At the beginning of the 3rd year of employment and after - eligible for full family

The secretary shall elect one of the following option packages during the open enrollment period

and the decision shall be irrevocable for that school year, unless compelling family change necessitates change. The secretary and District are bound by certification requirements of the carrier.

When employment is interrupted by layoff, discharge, quit, retirement or unpaid leave of absence, all employer paid insurance coverage continues only for the balance of the month in which such termination occurs unless otherwise required by law.

If an employee's spouse works full time and his or her employer offers family group health care coverage to its employees, the employee is strongly encouraged to have their spouse take coverage with their employer if out of pocket premium costs or coverage differences do not impose a financial hardship* on the individual or family, and cannot be covered as a dependent under Charlotte Public Schools health insurance program. An employee may request union representation. If the spouse does not have the option of group health care coverage then employee may be eligible to be covered under Charlotte Public Schools health insurance program. Employee will be required to pay the requisite premium cost as described under Article 17 in the Master Agreement. Employee will be required to provide annually a truthful statement regarding insurance coverage available through an alternative source.

*Financial Hardship to be reviewed by Union and Administration as needed.

OPTION 1

Upon submission of written application, the Board shall make payments on behalf of the employee and her eligible dependents for PHP Insurance plan LWH01200 with a \$10/\$25/\$50 prescription plan. The Board's premium contributions shall not exceed \$1038 - Full Family, \$899 - Two-party, or \$411 - Single per month. (If applicable, these rates include HSA deposits) The employee shall be responsible for any additional premium cost payable by a tax deferred payroll deduction. This plan shall not include any specifications for abortion coverage which are prohibited under Section 166d of the State Aid Act or its successor provisions. The Board shall not be required to provide duplication of coverage

For employees enrolled in the PHP LWH01200 plan Board will deposit \$1250 into an HSA account for employees with single health insurance coverage or \$2500 into an HSA account for employees with two-party or full family health insurance coverage. Deposit will be made on October 1, 2009.

The employee becomes the owner of the HSA funds upon the Board's deposit. The financial institution receiving the annual deposit will be determined by the Board. The Board will pay the HSA/Debit Card administrative fees for all enrolled employees.

The current premium rates for existing health insurance coverage shall continue through September 30, 2009.

Board payment of the premium for dental insurance with 80/20 co-pay.

Long-Term Disability Insurance: 66 2/3 - 60 calendar day wait.

Life Insurance of \$20,000 with AD & D.

Vision insurance with coverage comparable to VSP 2 vision plan with coverage in existence upon the execution of this Agreement.

The District shall not be required to provide the health insurance segment of this option if a secretary

is already covered by a health insurance plan through his or her spouse.

Disputes over policy coverages between the insurance carrier, policyholder and/or underwriter and employees or their dependents or beneficiaries shall be a matter solely between the employee and the insurance company.

The terms of any insurance contract or policy issued by any insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage and other related matters. The employee is responsible for assuring completion of all forms and documents required for participation in the above-described insurance programs. The School District, by payment of its share of the insurance premiums indicated above shall be relieved from any and all liability with respect to insurance benefits programs.

OPTION 2

For employees waiving Option 1 above, \$170.00 per month to be paid in accordance with the Section 125 Cafeteria Plan effective July 1, 2001. If (4) four or more employees waive Option 1, \$250 per month will be paid in accordance with the Section 125 Cafeteria Plan. If (6) six or more employees waive Option 1, \$300 per month will be paid in accordance with the Section 125 Cafeteria Plan. If (8) eight or more employees waive Option 1, \$350 per month will be paid in accordance with the Section 125 Cafeteria Plan. If an employee waives available coverage(s) under the Section 125 Plan and elects to receive additional compensation under the terms of the Plan, any direction of that compensation to a tax deferred annuity under Section 403(b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by the employee through salary reduction.

Long-term Disability Insurance: 66 2/3 - 60 calendar day wait.

Life insurance of \$20,000 with AD & D.

The Union shall be able to shop for alternative insurance during the term of this agreement. Acceptance of alternative insurance recommended by the Union shall be by mutual agreement with the Administration.

The Union shall be supplied with the new premium rates within five (5) business days of the employer receiving notice of new rates from the insurance company.

ARTICLE 18 **LEAVES OF ABSENCE**

- A. Any secretary whose personal illness, including maternity, and/or family care extends beyond the period compensated under Article 19 of this Agreement shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, up to a maximum of one (1) calendar year. Upon return from leave, a secretary shall be assigned to the same position provided it is vacant; to another vacant position provided the returning employee is qualified for the position; or to the position held by the least senior employee in the unit in the returning employee's classification or a lower classification provided that the returning employee is qualified for the position. There should be a notice of intent to return of no less than 30 days prior to the anticipated return date.

When it is determined either by mutual agreement or a doctor's statement that a

secretary cannot fulfill the essential functions of her assignment (with or without reasonable accommodation), the secretary will ask for a voluntary leave of absence; or the District may place the secretary on an involuntary leave of absence. In either case, the secretary shall have the opportunity to carry her fringe benefits at the secretary's expense, to the extent required or permitted by law.

- B. Jury Duty or Subpoena: A secretary who serves on Jury Duty will be paid the difference between her pay for that duty and her regular pay provided proof of service and pay is submitted. A leave of absence with full pay shall be granted for court appearances when subpoenaed as a witness in any case connected with the secretary's employment on behalf of the District. Absences required by this paragraph shall not be deducted from sick leave.
- C. Adoptive Leave: Any secretary may apply for an adoptive leave without pay. Leave for this purpose shall be granted to an eligible secretary to the extent required by the Family and Medical Leave Act. When first notified that she has been accepted as an adoptive parent by the adoption agency, the secretary desiring leave shall apply to the Personnel Office for an adoptive leave that shall commence when the secretary assumes custody of the child and may continue for up to one (1) year.
- D. Military Leave: Military leaves of absence shall be granted to any secretary who shall enter into military service of the United States. Secretaries on military leave shall be given the benefit of any increments that would have been credited to them had they remained in active service to the school system and all accumulated sick days-acquired prior to entry into the service will be reinstated.
- E. Personal Leave: Personal leave must be approved by the Superintendent.
- F. To the extent required by the Family and Medical Leave Act (PL 103-3), an eligible secretary shall be granted leave and all other rights specified by the law. When leave is taken by an eligible secretary under the Family and Medical Leave Act, the District shall likewise enjoy and reserve all rights afforded it by the law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including District and eligible secretary rights and responsibilities shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.
- G. Any employee elected or appointed to a full-time office or position in the Union whose duties require her absence from work, shall be granted a leave of absence for up to one (1) year. This leave may be extended at the Board's discretion for an additional year.

ARTICLE 19

BUSINESS AND SICK LEAVE

- A. Accumulation of Sick Leave: A secretary is credited with eight (8) days of sick leave for full-time employees on the first day of her contract each year, personal illness or family care, cumulative to 45 days. Sick days are pro-rated at a rate of 0.8 days for each month worked.
- B. A secretary is allowed ten (10) days emergency personal illness or family care leave, subject to Superintendent's approval.
- C. A secretary must use her accumulated sick leave prior to making application for benefits under the long term disability policy referenced in Article 17 of this Agreement.

- D. Worker's Disability Compensation: A secretary who is absent because of an injury or disease under the Worker's Disability Compensation Act shall make a written election of one of the following options at the time she becomes eligible for workers' compensation benefits:
1. The secretary may utilize her accumulated sick leave for each day absent provided that she reimburses the District for the amount of workers' compensation benefits received for the corresponding pay period. Secretaries shall only be eligible to access this alternative if they have sufficient sick leave accumulation.
 2. The secretary may elect to receive workers' compensation benefits only.
 3. The secretary may elect to receive the difference between her regular compensation and the amount received as workers' compensation benefits. Such difference in compensation shall be computed on a percentage basis, and this percentage shall be deducted from the secretary's sick leave accumulation. (For example: if workers' compensation pays sixty percent (60%) of full pay, sick leave will only pay forty percent (40%) and the sick leave accumulation shall be charged .4 of a day for each day so used.) Secretaries shall only be eligible to access this alternative if they have sufficient sick leave accumulation.

Injuries or diseases compensable under the Workers' Compensation Act shall be reported immediately to the Human Resources Office so instructions may be given on how to proceed relative to billing of medical services, reporting, etc.

A secretary who is absent because of an injury or disability shall not return to work without first presenting notification from a physician that the secretary may return to work and is capable of performing the essential functions of her assignment, with or without reasonable job accommodation. The Board may require a second medical opinion, at its expense.

- E. A secretary who is unable to perform her duties because of illness shall notify her office before the start of the work day. A medical excuse may be required for an employee if there is a pattern of excessive absenteeism.
- F. Leave of absence with pay chargeable against the secretary's sick leave allowance shall be granted for the following reasons:
1. All eight (8) days per working year for an illness in the immediate family. "Immediate Family" shall include the secretary's mother, father, father-in-law, mother-in-law, spouse, children, sister, brother, grandchildren, grandmother and grandfather.
 2. Health appointments shall be charged against the employee's sick leave. Exceptions may be made at the discretion of the secretary's immediate supervisor.
- G. Funeral Leave: Leave of absence with pay not chargeable against the secretary's sick leave allowance shall be granted for the following reasons:
1. A maximum of five (5) days for a death in the immediate family. "Immediate Family" is defined as father, mother, father-in-law, mother-in-law, spouse, children, sister, brother, grandchildren grandmother and grandfather.
 2. Time necessary for attendance at the funeral service of a person whose relationship

to the secretary warrants such attendance, if approved by her immediate supervisor.

- H. Unpaid leave shall be acceptable upon approval of the secretary's immediate supervisor and/or principal. Any leave request for an extended period of time (in excess of one week) must be approved by the Superintendent.
- I. Leave pay may be granted for personal illness or injury, personal business and other reasons listed in this Agreement, or for any other reason approved by the Superintendent.
- J. Attendance Bonus: For each semester with perfect attendance, the employee shall receive a cash bonus of \$250.00. Perfect attendance shall be defined as no absence other than personal days, funeral days or approved vacation.

ARTICLE 20 **PART-TIME SECRETARIES**

A part-time secretary shall be defined as a secretary who works less than thirty-six (36) hours per week.

Part-time employees shall not be covered by the provisions of Article 17/Insurance as long as he/she is regularly scheduled to work less than 35 hours per week, as specified in Article 17.

For purposes of this Article, the pro-ration factor shall be .125 for each hour of scheduled work, based upon an eight (8) hour work day (i.e. 1/8).

A part-time secretary will receive pro-rated compensation for each of the holidays listed for full-time secretaries under Article 12E.

A part-time secretary will be credited with eight (8) pro-rated days of sick leave.

A part-time secretary will receive a maximum of five (5) pro-rated days of bereavement leave for a death in the immediate family. Part-time secretaries shall also qualify for time necessary for attendance at the funeral service of a person whose relationship to the secretary warrants such attendance, if approved by her immediate supervisor.

A part-time secretary will receive pro-rated attendance bonus, credit for longevity and seniority computation for each full year that she is in her part-time position.

ARTICLE 21 **RESIGNATION AND RETIREMENT**

- A. Any secretary desiring to resign shall file a letter of resignation with her immediate supervisor at least ten (10) working days prior to the effective date.
- B. Any secretary who resigns from her position maintains her right to earned vacation time to be prorated based upon the amount of time the employee worked that school year.
- C. Mandatory state retirement fund contributions will be paid by the Board of Education. This does not include voluntary member investment plans.

ARTICLE 22
EVALUATIONS

- A. The evaluation form will be used to evaluate a secretary's performance based on her job description.
- B. Any non-probationary secretary who received a rating of conditional or unsatisfactory from her evaluating administrator (or in the case of media secretaries, her immediate supervisor) may be required to take specific classes to provide improvement in her area of weakness. Tuition for required classes will be paid by the Board.
- C. In the event there is a need to change or revise the evaluation form, an ad hoc committee shall be established to make revisions which will be mutually agreeable to both parties. The ad hoc committee shall consist of the Superintendent or his designee, two administrators and two secretaries from the Union.
- D. Signing of an evaluation represents the secretary's receipt of the evaluation.

ARTICLE 23
SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- A. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained in this Agreement shall be made by any employees, group of employees, supervisory or administrative personnel, unless executed in writing between the parties to this Agreement and after having been ratified by both the Board of Education and the Union.
- B. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.
- C. If any Article or paragraph of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction (or if compliance with or enforcement of any Article or paragraph should be restrained by such tribunal) the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or paragraph.
- D. It is hereby agreed that this Agreement is the complete understanding between the parties.
- E. The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its officers, Representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work.
- F. The Board shall not authorize, instigate, cause, aid, encourage, ratify or condone any lockout of employees.

SCHEDULE A

<p>I.U.O.E. SECRETARIAL BARGAINING UNIT PAY SCHEDULE 2009-2011</p>

2009-2010	Class A	Class B	Class C
STEP 1	\$13.45	\$13.22	\$13.01
STEP 2	\$14.36	\$14.14	\$13.89
STEP 3	\$14.58	\$14.38	\$14.12

2010-2011	Class A	Class B	Class C
STEP 1	\$13.58	\$13.35	\$13.14
STEP 2	\$14.50	\$14.28	\$14.03
STEP 3	\$14.73	\$14.52	\$14.26

Longevity Compensation:

- \$225.00 Longevity beginning with the 5th year
- \$275.00 Longevity beginning with the 8th year
- \$550.00 Longevity beginning with the 10th year
- \$650.00 Longevity beginning with the 12th year
- \$750.00 Longevity beginning with the 15th year
- \$850.00 Longevity beginning with the 18th year

Secretaries having reached the qualifying years of service for longevity by June 30 of each calendar year will receive their respective longevity amount in a lump sum payment in June of the same year.

.10/hr. for all hours worked for medical care services including injections, one per building per principal's selection.

ARTICLE 24
DURATION OF AGREEMENT

This Agreement shall continue in full force and effect until June 30, 2011.

If either party desires to terminate this Agreement, it shall give written notice of termination ninety (90) calendar days prior to the termination date. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party ninety (90) calendar days written notice prior to the current year of termination.


If either party desires to modify or change this Agreement, it shall give written notice of amendment ninety (90) calendar days prior to the termination date or any subsequent termination date in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the International Union of Operating Engineers Secretarial Bargaining Unit at 24270 W. Seven Mile Rd., Detroit, MI 48219, and if to the Employer, addressed to the Charlotte Public Schools, 378 State Street, Charlotte, Michigan, 48813, or to any other such address the Union or the Employer may make available to each other.

The effective date of this Agreement is July 1, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

INTERNATIONAL UNION OF OPERATING ENGINEERS



President

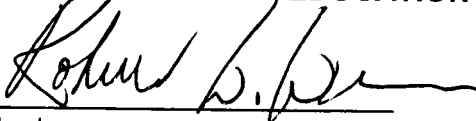


Business Manager




Recording/Corresponding Secretary

CHARLOTTE BOARD OF EDUCATION



President



Secretary

Dated this 14th day of September, 2009.

LETTER OF AGREEMENT
Between
INTERNATIONAL UNION of OPERATING ENGINEERS
And
CHARLOTTE PUBLIC SCHOOLS BOARD OF EDUCATION

Re: PAYMENT FOR ADMINISTRATIVE COSTS OF PAC PAYROLL DEDUCTIONS

The parties recognize that as a result of the opinion of the Michigan Court of Appeals in *Michigan Education Association v Secretary of State*, 280 Mich App 477 (No. 280792; released August 28, 2008) the Board is prohibited from allowing or implementing employee payroll deductions for contribution to political action committees. To the extent that Article 4 ¶ B(3) of the 2009-2010 Agreement requires or allows such deductions, it will be inoperative. Such payroll deductions will not be made by the Board unless the above litigation is reversed on appeal, or in the event the Michigan Campaign Finance Act is amended to permit such payroll deductions.

If such payroll deductions become lawful in the future, in order to implement the provisions of Article 4 ¶ B(3), the parties agree as follows:

1. The Board agrees to provide Engineers Political Education Committee (EPEC) check-off upon receipt of voluntary deduction authorization cards, in accordance with the statutory conditions and procedures for such deductions. The Union shall reimburse the employer for the administrative costs (not to exceed 50¢ per contributor, per fiscal year) incurred in connection with making payroll deductions for bargaining unit member voluntary contributions or deductions for the above or similar funds.

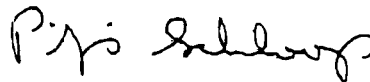
**CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION**

By: 

Its: Superintendent

Dated: 9-14, 2009

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
SECRETARIAL BARGAINING
UNIT**



Its: Business Manager

Dated: 8/27/2009

