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This Agreement is entered into May 12, 2008, by and between the Allen Park Public Schools Board of Education, hereinafter called the "Board," and the ALLEN PARK ASSOCIATION OF EDUCATIONAL SECRETARIES, a local affiliate of the MEA/NEA, hereinafter called the "Association".

WITNESSETH:

WHEREAS the Board has a statutory obligation, pursuant to ACT 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Association as the representative of its secretarial personnel with respect to hours, wages, terms and conditions of employment, and fringe benefits.

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE 1**

Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of personnel engaged in secretarial and clerical work including positions specified in Appendix A, but excluding supervisory personnel. All personnel represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Secretaries."
- B. The Board agrees not to negotiate with any educational secretaries' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual secretary from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is consistent with the terms of this Agreement and provided that the Association has been given opportunity to be present at such adjustment.

**ARTICLE 2**

Association Dues or Fees and Payroll Deductions

- A. Any secretary who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Dues, Assessments and Contributions in the Association as established by the Association. Such Authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the Secretary each month for ten (10) months, beginning in September and ending in June of each year. Any secretary who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the secretary taking any paid leave of absence or sick leave provided for in this contract.
- B. Upon appropriate written authorization from the secretary, the Board shall deduct from the salary of any secretary and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- C. This article shall be effective retroactively to the date of the Agreement, and all sums payable hereunder shall be determined from said date.

**ARTICLE 3**

Agency Shop

- A. The Association shall notify the Board of the amount of the annual dues payable by members of the Association, and the equivalent amount payable by non-members pursuant to Section 10 (1)(C) and (2) of the Public Employment Relations Act. The Board shall thereupon deduct such amounts in equal installments, as nearly as may be, from the paychecks of each secretary and promptly pay such amount over to the Association or its delegate.
  
- B. Any secretary who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association in an amount equivalent to the dues uniformly required to be paid by members of the Allen Park Association of Educational Secretaries; provided, however, that the Secretary may authorize payroll deduction for such fee in the same manner as provided in the preceding article ("Association Dues or Fees and Payroll Deductions"). In the event the bargaining unit member shall not pay such Representation Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Union, deduct the Representation Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as can be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deductions.

**ARTICLE 4**

A. Employees' Rights

- 1. Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board hereby agrees that all secretaries employed by the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any secretary in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any secretary with respect to hours, wages, or any terms or conditions of employment by reason of her membership in the Association, her participation in any activities of the Association or collective professional negotiations with the Board, or her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
  
- 2. The Association and its members shall have the right to use appropriate school building facilities after regular school hours for meetings, provided that such use is requested in advance and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the school district. No secretary shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on, or off school premises. Established media of communication, such as inter-school mail, shall be made available to the Association and its members.
  
- 3. The Board agrees to make accessible to the Association in response to reasonable requests all available information concerning financial resources of the district, tentative budgetary requirements, and allocations and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the secretaries, together with information which may be necessary for the Association to process any grievances or complaint. All such requests shall be made in writing and directed to the appropriate administrator at the central office level.
  
- 4. The Board agrees to enforce, as they pertain to a public school district, the laws of the State of Michigan, with specific attention being given to the Michigan School Code and regulations

promulgated by the Michigan State Board of Education, as well as all Federal laws. The Board shall not direct or require a secretary to violate any Federal law, State law, or State regulation.

5. Nothing contained within this contract shall be construed to deny or restrict a secretary to any rights he/she may have under State law, Federal law, or other applicable regulations. The rights granted to secretaries hereunder shall be deemed to be in addition to those provided elsewhere.
6. If any provision of the Agreement or any application of the Agreement to any such employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **B. Rights of the Board**

The Board on its own behalf and on behalf of the residents of the School District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limitation, the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
2. To hire all employees subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees.
3. It is agreed and recognized, however, that except for the expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all parts of the annual budget of the school district resides exclusively with the Board of Education and during the terms of this Agreement shall not be the subject of mandatory negotiation with the Association nor subject to any proceedings under the grievance procedure.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## **ARTICLE 5**

### **A. Compensation**

1. The salaries of secretaries covered by this Agreement are set forth in the Schedule which is attached to and incorporated in this Agreement. Normally, a new employee will start at the beginning rate. However, if the employer determines to start a new employee at a rate other than the beginning rate, based on prior work experience, the Director of Personnel will confer with the President of the Association. If the Association requests, the employer shall provide the reasons in writing. Such salary schedule shall remain in effect for the duration of this Agreement.
2. The annual rates of pay shown on the salary schedule are based on full time employment in the specified positions.
3. Assigned overtime worked in excess of the regular working day or week shall be paid for at time and one-half of the individual's current rate. The hourly rate of any secretary shall be determined by dividing

her base salary, as set forth in the Schedule, by the total scheduled hours per year. Assigned overtime worked in excess of 7-1/2 hour regular working day or a 37-1/2 hour week and in excess of 7 hours when school is not in session shall be paid for at time and one-half of the individual's current rate.

4. Secretaries are not required to work on the following holidays:

Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Easter Monday, Memorial Day.

5. Bargaining team secretaries engaged in negotiating during the working day by mutual agreement in behalf of the Association with any representative of the Board shall be released from regular duties without loss of time and pay for a total of 120 hours per year. Further, a grievant and chosen Union representative will be released from regular duties to participate in any formal grievance negotiations.
6. The President of the Association or his/her designee and another member serving on the executive committee or his/her designee may be permitted to attend county, or state, or national meetings for educational secretaries, at no loss of time or pay, not to exceed six (6) days per year. The Association shall access this time by submitting a written notice ten (10) days prior to the event.
7. All secretaries will be eligible for longevity benefits that will begin at the conclusion of the fifteenth (15) year of service in the amount of \$225.00, and will increase in the amount of \$60.00 each year thereafter to a maximum of \$525.00 at the conclusion of the twentieth (20) year. Longevity will be computed from July 1 provided, however, employees hired between July 1 and November 1 shall be credited with a July 1 date for the purpose of longevity only.

Secretaries who are eligible for longevity benefits shall have the option of receiving their longevity payment as an amount blended into their paychecks or as an annual lump sum payment. A secretary who desires to receive her longevity via an annual lump sum payment shall notify the Business/Payroll Office of this election on or before September 1, 2007. Any lump sum payments will be paid out to the secretary in the pay period following her anniversary date.

#### B. Hours of Work

1. The normal workday shall be 7-1/2 hours per day Monday through Friday when school is in session.
2. When school is not in session the workday shall be seven (7) hours per day, Monday through Friday. During the summer months, flexible hours will be permitted as determined by the Superintendent or his designee. Secretaries shall not be required regularly to work in excess of such standard workday within or outside of any school building.
3. All secretaries shall be entitled to duty-free lunch period of not less than one (1) hour, with time mutually agreed upon with the building administrator.

#### C. Seniority

1. New employees hired into the secretarial unit shall be considered probationary employees for the first ninety-(90) days worked of their employment.
2. Seniority shall be on a District-wide basis with the employee's first day worked.

3. A secretary who resigns and is re-employed shall have seniority beginning with her re-employment date. A secretary whose services have been terminated by a layoff shall be reinstated with full seniority standings, if recalled by the District in accordance with Article 7 – Vacancies, Promotions, and Layoffs, Paragraph H.
4. In the event that more than one individual secretary has the same starting date of work, the relative place of such persons on the seniority list with respect to that date of work will be determined by a drawing of lots participated in by all affected secretaries. The notice of the drawing, including date, time and place, will be provided in writing to the Association and all affected secretaries one week before the drawing. The drawing will be conducted openly and at a time and place that allows all interested secretaries, particularly those affected, to attend. The president of the Association, or her designee, shall draw for any secretary unable to be in attendance. All affected secretaries and the Association will be notified in writing of the results of the drawing within forty-eight hours of the drawing.
5. A secretary's seniority shall be frozen when transferred to a non-bargaining position. Seniority shall be lost upon termination, resignation, or retirement.

## **ARTICLE 6**

### **Work Loads and Assignments**

- A. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization.
- B. Secretaries are not required to assume administrative duties in the absence of the administrator. In an emergency:
  1. Wait for the return of the Principal, if possible;
  2. Call the Assistant Superintendent/Director of Personnel;
  3. Call the Superintendent.
- C. Each secretary will be provided a job description. Changes to the job descriptions will not be made without consulting the Association.
- D. If any secretary is complained against or sued as a result of any action taken by the secretary while in pursuit of her employment, the Board will provide legal counsel and render all necessary assistance to the secretary in her defense.

## **ARTICLE 7**

### **Vacancies, Promotions, and Layoffs**

- A. Whenever any vacancy or other special opportunity in any secretarial or clerical position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President and Secretary of the Association and providing for appropriate posting in every school building. No vacancy shall be filled except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least five (5) working days.
- B. Any qualified secretary may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the experience, attainments and skills of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless her qualifications therefore shall be substantially superior to applicants with greater service. (The Board declares its support of a

policy of transfers or promotions from within its own secretarial staff.) "Service" in the system, for the purpose of this Agreement, shall mean continuous employment with the district.

- C. All vacancies shall be filled by promotions or transfers within the system, and all secretaries are encouraged to train and prepare for promotional opportunities.
1. A transfer from one position to another will retain all rights, benefits, seniority and step status.
  2. Up to the first forty-five (45) working days of transfer will be considered a trial period.
  3. When a secretary is transferred to a lower salary level, by her own request or as part of a layoff, her pay shall be adjusted to the number of years she had in the system and be placed at the appropriate step.
  4. If a position should become available for reasons other than a layoff, during a layoff period, the position will be posted as stated in Article 7. However, the administration has the right to place the individual laid off into the vacant position if her qualifications warrant the transfer. In this instance, the salary of the individual transferred to the opened position would be in accordance with Article 7, Section C, Item 3.
- D. In any necessary reduction of the secretarial staff, a qualified secretary with greater service shall be given preference over a secretary with less service to retain her employment.
1. Any individual whose position is terminated due to economic reasons may choose a position in the level she is presently at or any other position on the seniority list. If the individual chooses a position within her level or any other level, she must take the position with the lowest seniority in that level. Up to the first forty-five (45) working days in the new position shall be a trial period. If a secretary has not performed her duties to the satisfaction of the administration, she shall then be laid off and placed on a layoff list in seniority position. The last secretary laid off will be asked to return to fill the position vacated.
  2. Any and all changes in secretarial positions shall be in writing with copies sent to the Association President within five (5) days of such changes.
  3. Any one-half time secretaries hired after April 2, 1969, shall accumulate seniority for the purpose of applying for any posted vacancy as per Article 7, Section B, at one-half the number of years of service.

In a layoff procedure they may only select another one-half time position.

- E. At the time of notification to any secretary that her position is being terminated, the administration will present her with a current seniority list and explain all layoff procedures to her.
- F. When secretaries whose services have been so terminated are to be re-employed, those having the greatest service and qualifications shall be recalled first.
- G. In the event of a temporary layoff as a result of a work stoppage by any other bargaining unit, the bumping privilege will not be exercised.
- H. The laid off secretary will continue to remain on layoff status for a period as indicated by the length of the secretary's seniority as follows:
- |  |                          |
|--|--------------------------|
| Seniority of 0 to 3 years                  | layoff status 12 months; |
| Seniority of more than 3 yrs. up to 6 yrs. | layoff status 24 months; |
| Seniority of more than 6 yrs.              | layoff status 36 months. |

If a secretary has not been reinstated prior to the length of layoff status, he/she shall be automatically terminated. Termination will also occur for refusal of a position offered within the bargaining unit or failure to respond to an offer of recall by the District, sent to the secretary by certified mail, return receipt requested. A copy of the recall notice shall be provided to the Association President. The District shall provide the secretary ten (10) days after receipt of recall notice.

If a secretary who is on layoff status accepts a bargaining unit position at a lower salary level, they will maintain rights to any future openings equivalent to their previous level for the same period of time that is used to determine layoff status, as stated above.

- I. Any employee, otherwise not scheduled to work, who would be interested in working during the summer, should, prior to June 1 of each year, notify the personnel office in writing of his/her desire to work, with a copy to the Association President. Administration will attempt to assign available and appropriate summer work to those employees on the basis of seniority.

## **ARTICLE 8**

### **Discharge and Demotion**

- A. Discharge or demotion of any secretary who has completed the probationary period for inefficient work or insubordination shall be made only by written notice two weeks in advance of any action by the Board of Education but the Board reserves the right of suspension of employees for other reasons that would be of a more serious nature and would be detrimental to the School District to have the employee continue to work during such suspension.
- B. In the event any secretary who has completed the probationary period shall be demoted or discharged and believes that such action is unreasonable, such demotion or discharge shall constitute a case to be handled in accordance with the grievance procedure.
- C. If it is determined that a secretary who has completed the probationary period has been demoted or discharged without reasonable cause, the Board agrees to reinstate her and pay her for all time lost at her salary level which was in effect prior to said action.
- D. No secretary who has completed the probationary period shall be disciplined without just cause. Secretaries shall be entitled to union representation at any disciplinary conference. No disciplinary action shall be taken against a secretary who has completed the probationary period based on complaints unless they are shared with the secretary promptly.

## **ARTICLE 9**

### **A. Resignation**

1. Any secretary desiring to resign shall file a letter of resignation at least two weeks prior to the effective date.
2. Any secretary who discontinues her service as stated in Article 9, A, does not forfeit right to earned vacation time. The vacation time shall be prorated based upon the period of time worked during the school year.

### **B. Severance**

1. At the termination of service and after ten (10) years in the system, the secretary shall receive one-half (1/2) of her accumulated sick leave days paid at the secretary's current daily base rate of salary. For the purpose of severance, the maximum number of days applicable for accumulation will be one hundred forty-four (144).



2. Employees hired after January 1, 1987 will receive at the termination of service and after twenty (20) years in the system 25% of their base rate of pay if their accumulated sick leave is a minimum of 144 days. Employees whose accumulation falls between:

130-143 days will receive 90% of 25% of their base rate  
 116-129 days will receive 80% of 25% of their base rate  
 102-115 days will receive 70% of 25% of their base rate

88-101 days will receive 60% of 25% of their base rate  
 74- 87 days will receive 50% of 25% of their base rate  
 60- 73 days will receive 40% of 25% of their base rate  
 46- 59 days will receive 30% of 25% of their base rate  
 32- 45 days will receive 20% of 25% of their base rate  
 18- 31 days will receive 10% of 25% of their base rate  
 4- 17 days will receive 0% of 25% of their base rate

For the purpose of severance, the maximum number of days applicable for accumulation will be one hundred forty-four (144).

3. Upon the death of a secretary, regardless of years of service, the beneficiary or estate shall be paid one-half the deceased's accumulated sick days at the deceased's current daily base rate.

**ARTICLE 10**

A. Fringe Benefits

1. The Board agrees to pay premium cost up to and including full family MESSA Choices II health care protection, or equivalent plan from another insurance carrier. Effective August 1, 2008, there will be a prescription co-pay of \$10/\$20. Effective January 1, 2009, there will be an annual deductible of \$100/\$200 and an office visit co-pay of \$10. This coverage shall be applied to all full-time secretaries. Less than full-time secretaries will be eligible to receive the above health care protection with premiums paid by the Board on prorated basis in proportion to their regularly scheduled days/hours. The secretary shall not receive a health subsidy if they are already receiving these benefits through a spouse.

A secretary may elect to continue health care coverage as provided under the terms of the parties' 2003 – 2004 Master Agreement by payment of the difference in the monthly premium rates between the plans.

Full-Time secretaries electing not to enroll in the group health insurance plan offered by the Board of Education shall receive the appropriate amount specified within the chart below for each month the secretary elects not to be enrolled in the plan:

<u>Total FTE Waiving Insurance</u>	<u>Monthly Payment</u>	<u>Annual Payment</u>
Less than 3	\$200	\$2,400
3	\$400	\$4,800
4	\$450	\$5,400
5	\$500	\$6,000

Less than full-time secretaries will be eligible to receive this cash in lieu stipend on a prorated basis in proportion to their regularly scheduled days/hours. Re-enrollment in the group health insurance plan shall be subject to the requirements of the health care insurance carrier.

2. The Board shall pay total premium cost for group life insurance protection for the benefit of all employees in the amount of \$50,000. In the event of accidental death, the insurance will pay double this specified amount.
3. The Board agrees to pay the total premium cost for a group accident and sickness insurance with the following provisions:

The weekly compensation shall be a straight seventy percent (70%) of the individual's salary.

The above compensation shall be available to the individual for a period not to exceed sixty-three (63) weeks and shall not commence until after all the individual's sick days have been used.

4. Upon application for worker's compensation for an on-the-job injury, the Board agrees to pay the difference, if one exists, between the worker's compensation amount and the gross weekly salary amounts. Any time required for recovery shall not be charged against the employee's sick leave. The Board's liability shall be terminated after twenty-four (24) months of benefits.
5. Death in the family shall be a separate item. Three (3) days shall be allowed as follows: Father, Mother, Brother, Sister, Husband, Wife, Son, Daughter, Grandparents, Grandchildren, Father-in-law, and Mother-in-law.

One (1) day shall be allowed in the case of in-laws other than those specified above and distant relatives. When unusual circumstances are involved, additional days may be added at the discretion of the Superintendent or the secretary's immediate administrator. These absences are not deducted from sick leave.

6. The Board agrees that secretaries shall be reimbursed for theft, damage or destruction of personal property, provided that lack of reasonable care and caution under the circumstances, on the part of the secretary, has not been the primary cause of loss. No personal property shall be brought into any school without prior approval of the administration.
  - a. The Board shall not be liable for more than the actual cash value of the loss.
  - b. The Board will not pay amounts less than ten dollars (\$10) or more than five hundred (\$500) if the loss exceeds that amount.
  - c. The Board shall not be liable for loss covered by other insurance.
7. The Board shall provide Full Family coverage in the MESSA DELTA Dental Plan "E" with the 0-4 Orthodontic Rider, or an equivalent plan.
8. The Board shall provide Full Family coverage in the MESSA Vision Plan II, or an equivalent plan.
9. A section 125 flexible spending plan shall be maintained and administered by the Board.
10. All fringe benefits covered by Article 10 are to be increased in the same proportion as certified personnel for the life of this agreement.
11. For the 2007 – 08 school year, the Board and Association agree to the creation of a joint committee comprised of employees who currently receive medical coverage through MESSA to review health insurance options.

## B. Leave Days

1. All secretaries absent from duty due to sickness (personal or immediate family), injury, or personal business shall be allowed full pay for a total of fifteen (15) days per school year without justification. No employee shall be compensated for work day or days preceding or succeeding a holiday or vacation unless she reports to work. Exception to this clause will be limited to:
  - a. Illness (personal or immediate family). The employer may request verification within three days of such absence.
  - b. Secretaries may use vacation or compensatory time before or after a holiday, subject to immediate supervisor approval.
2. Leave days shall accumulate to a maximum of 200 days.
3. The first fifteen (15) days of an accumulated bank may be used for family illness.
4. Upon request, a leave of absence for the purpose of childcare shall be granted for up to one year (365 consecutive days), beginning and ending on dates designated by the secretary in the request. A one year (365 consecutive days) extension may be granted upon request. The terms of the leave shall be as follows:
  - a. Health insurance benefits (medical, dental and vision) provided in this Agreement shall continue for one year. Benefits shall not be provided during the second year.
  - b. At the end of the leave, the secretary shall return to her previous position.
  - c. Seniority shall not accumulate during said leave.
  - d. "Childcare" shall be defined as the medical care of a secretary's son or daughter who is living in the secretary's home and under 18 years of age.

The secretary may return to work prior to the scheduled termination of the leave within two weeks of notice given to the Superintendent.

5. A secretary may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
6. Upon written request, an employee may be granted a temporary leave of absence for a period of ninety (90) days after all available accumulated sick days have been used and sixty-three (63) weeks of disability and upon certification by a competent physician and without loss of seniority. The employee may return to her/his same position at the end of the ninety (90) day period.
7. If the secretary is unable to return to work. at the end of the temporary leave, upon written request, she may be granted a one year (1-year) leave of absence effective from the first date of the temporary leave. Upon termination of this one year (1-year) leave of absence, the secretary must notify the Board and Association in writing, of her intent to return, and she shall be placed at the first position available in which she is qualified.

### C. Other Leaves:

1. Secretaries called for jury duty or subpoenaed, shall be paid by the Board a sum to make up the difference between what she is paid by the court and her regular wage for the time she is required by law to serve, and suffer no loss of leave days during the period of such service.
2. A personal leave of absence without pay and without benefits shall be granted, upon written request, for a period exceeding thirty (30) calendar days up to one (1) year (365 consecutive days). During this period of absence, a secretary may return to the same position, accrue seniority and maintain any accumulated sick leave. If a secretary does not return from this leave as scheduled, she will be deemed to have terminated her employment.

## **ARTICLE 11**

### Holidays and Vacations

- A. All secretaries shall be paid for holidays as defined in Article 5 – Compensation, Paragraph A.4, which occur during their work year.

Holidays occurring during the vacation period shall not be charged against the vacation allowance, as prescribed in Article 5 – Compensation, Paragraph D. When a holiday falls on a weekend, a secretary will receive an additional day off on Friday or Monday depending on which weekend day the holiday falls.

- B. All fifty-two (52) week secretaries shall receive winter and spring recess plus two weeks per year for the fiscal year worked through eight years of service. -Upon completion of the eighth year, the secretaries will earn an additional week's vacation.
- C. All secretaries shall receive the winter and spring recesses as their paid vacations.
- D. In the event that the school calendar does not include the normal winter and spring recesses (two weeks at the winter recess, Good Friday, and the following week at the spring recess), all secretaries entitled to paid vacation during those periods shall receive additional pay for the vacation time not provided. Such pay will be included in the pay periods immediately following the winter and/or spring recesses.
- E. All secretaries shall not be required to work on the mid-winter recess days, as outlined in the school teacher calendar, and they shall be paid their regular salary. They also will not be required to use their leave days to be paid for these days.

## **ARTICLE 12**

### Grievance Procedure

- A. A grievance is an unsettled complaint by a bargaining unit employee or by the Association in its own behalf, concerning: (1) any alleged violation of this Agreement; (2) any alleged violation of Board Policy or Administrative Rules; (3) any disciplinary action.
- B. All grievances shall be handled by the following procedure:

Step 1. The secretary shall first discuss the complaint with the administrator, either individually or accompanied by an Association representative, in an attempt to resolve the complaint informally.

Step 2. If the complaint is not resolved at Step 1, it shall be reduced to writing whereupon it becomes a grievance, when the secretary invokes the formal grievance procedure through the Association, which shall control the grievance procedure from Step 2 forward. The grievance form shall state the claimed basis for the grievance. The grievance form shall be signed by the

secretary (grievant) and the Association representative and presented to the administrator within ten (10) school days following the act or condition which is the basis for the grievance. Within five (5) school days after receiving the written grievance, the administrator shall communicate his decision in writing to the person or persons who presented the grievance, and to the Association if the grievance was presented by the secretary alone.

Step 3. Within ten (10) school days after the delivery of the administrator's decision, the grievance may be appealed to the Superintendent or his designee, by the person or persons who presented the grievance at Step 2, or by the Association if the grievance was presented by the secretary alone and the secretary did not appeal.

The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based, and shall be accompanied by a copy of the decision at Step 2.

Within five (5) school days after the delivery of the appeal, the Superintendent or his designee shall investigate the grievance and shall communicate his decision in writing, together with the supporting reasons, to the person or persons who presented the grievance at Step 3, and to the Association if the grievance was presented at Step 3 by the secretary alone. As part of his investigation, the Superintendent or his designee shall give an opportunity to be heard to the aggrieved secretary and also (except where the grievance is presented at Step 3 by the secretary alone), to the president of the Association or his designee.

Step 4. Within ten (10) school days after delivery of the Superintendent's decision, the grievance may be appealed to the Interest Based Bargaining (IBB) negotiating team by the Association only. At the next scheduled meeting of the negotiating team with IBB facilitators, the matter of the grievance will be brought to the table. Within five (5) school days after the IBB session, the negotiating team shall communicate their decision in writing, together with supporting reasons, to the person or persons who presented the grievance at Step 3, and to the Association.

Step 5. Within ten (10) school days after the delivery of the negotiating team's decision, the grievance may be appealed to mediation by the Association only. Upon receipt of this appeal, a date and time for mediation of the grievance with a mediator from the Michigan Employment Relations Commission shall be mutually scheduled by the parties. The recommendation(s) of the mediator for resolution of the grievance, if any, may not be used as evidence in arbitration by either party.

Step 6. Within ten (10) school days after the conclusion of mediation, the grievance may be appealed to binding arbitration by the Association only. The arbitrator shall be selected, and the arbitration shall be conducted, under the rules of the American Arbitration Association. The fees and expenses of the arbitrator and of the American Arbitration Association shall be shared equally by the Board and the Association. The Arbitrator's decision shall be binding.

- C. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified in Step 3, shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar future appeal. Time limits may be extended in any specific instance by mutual agreement in writing.
- D. Any party to a grievance shall have the right to representation by legal counsel at Step 3 and above; provided, however, that no secretary may be represented by counsel for any secretary organization other than the Association. A representative from the Association may represent association members and participate at all levels.

**ARTICLE 13**  
Strike Prohibition

The Association agrees that during the life of this contract that neither it nor any of its officers or representatives shall either directly or indirectly authorize, permit, assist, engage, condone, defend or in any way participate in or lend support to any strike of any sort, whatsoever, either complete or partial, against the School District.

**ARTICLE 14**  
Miscellaneous

- A. Secretaries will be reimbursed at the rate of twenty-five (25) cents per mile when their cars are used for school business.
- B. All secretarial personnel will be evaluated annually. This evaluation shall become a part of the employee's permanent record. There shall be included a space on all forms where the secretary may respond to any part or all of the evaluation and shall be headed "Secretary Remarks."
- C. To recognize and encourage employees to improve their skills with formal training and/or education as it, affects the positions, the Board will, upon receipt of proper documentation, reimburse 50% of the cost of tuition provided the employee receives prior approval from the Superintendent of Schools to enroll in said course or training session.
- D. The Board shall provide in-service training to coincide with the teachers' in-service days for all secretaries, including professional trainers as appropriate, when the need arises during each fiscal year. The need for such training shall be mutually determined by the Director of Personnel and/or his designee and the President of the Association and/or her designee.

**ARTICLE 15**  
Secretaries' Files

- A. All secretaries shall be advised by the administration of the nature, purpose, and location of all files that exist in the school system that may contain material pertinent to the secretary's employment.
- B. There shall be no secret files in the system.
- C. No material may be removed or destroyed without the consent of the secretary.
- D. All materials placed in the files must bear the date and have affixed the signature of the writer, or other proper identification as to source.
- E. All material that could be used against the employee's future employment, excluding annual evaluations, over five (5) years old, will be removed.
- F. The secretary shall acknowledge that she has read such material by affixing her signature to the actual copy to be filed, with the understanding that such signature merely signifies that she has read the material to be filed and does not necessarily indicate agreement with the contents. If the secretary refuses to sign the material two (2) Association officers shall sign on the secretary's behalf.
- G. The secretary shall have the right to place explanatory notes or letters in her file pertinent to any written or printed material, and these notes shall be attached to the file copy.
- H. The secretary shall be permitted to examine her files upon reasonable request.

## **ARTICLE 16**

### **Conclusion**

This agreement, effective May 12, 2008, shall continue in full force and effect until June 30, 2009. If either party desires to terminate this Agreement, it shall, not less than sixty (60) days prior to June 30, 2009, give written notice of termination. If neither party shall give notice to terminate this Agreement as hereinafter provided, the Agreement shall continue in effect from year to year after June 30, 2009, subject to termination by either party on written notice given not less than sixty (60) days prior to June 30 of any subsequent year.

If either party desires to modify or change this Agreement, it shall, not less than sixty (60) days prior to June 30, 2009, or any subsequent June 30, give written notice to such effect. Within ten (10) days of receipt of said notice, a conference will be arranged to negotiate the proposals in which case this Agreement shall continue in full force until terminated as provided hereinafter.

If any provision of this contract is or shall be in conflict with the requirements of Federal or State legislation, orders, decrees, rules or regulations, the same shall be deemed amended so as to conform thereto.

**APPENDIX A**

- 52 week Payroll, Accounts Payable (968/961 hrs.), Secretaries to High School Principal, High School Assistant Principal, High School Athletic Director/Administrative Assistant, High School Counseling
- 46 week Secretaries to Middle School Principal, Assistant Principal, Middle School Counseling, Director of Curriculum and Technology \* *pending arbitration*
- 44 week Secretaries to Elementary Principals, Director of Community School/Services, Director of Special Education/Services, Director of Food Services (880 hrs.), High School Attendance (1320 hrs.)

The rate of pay, non-union status, and working conditions of the incumbent in the position of Substitute Teacher Call-In will continue until she vacates the position. This position will be added to the bargaining unit when the incumbent vacates the position, conditions and rate of pay to be negotiated, if the Allen Park Public Schools continues the position solely and exclusively funded by, and for the purpose of providing substitute teachers only for, the District.

Hourly rate of pay and annual contract amount effective 7/01/07 - 6/30/08							
	52 week - hrs*		46 week - hrs*		44 week - hrs*		
	1930		1713		1643		
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	
STEP 0	\$29,374.60	\$15.22	\$26,071.86	\$15.22	\$25,006.46	\$15.22	
STEP 1	\$30,262.40	\$15.68	\$26,859.84	\$15.68	\$25,762.24	\$15.68	
STEP 2	\$31,150.20	\$16.14	\$27,647.82	\$16.14	\$26,518.02	\$16.14	
STEP 3	\$32,038.00	\$16.60	\$28,435.80	\$16.60	\$27,273.80	\$16.60	
STEP 4	\$32,925.80	\$17.06	\$29,223.78	\$17.06	\$28,029.58	\$17.06	
STEP 5	\$33,813.60	\$17.52	\$30,011.76	\$17.52	\$28,785.36	\$17.52	
STEP 6	\$34,701.40	\$17.98	\$30,799.74	\$17.98	\$29,541.14	\$17.98	
STEP 7	\$35,589.20	\$18.44	\$31,587.72	\$18.44	\$30,296.92	\$18.44	
STEP 8	\$36,477.00	\$18.90	\$32,375.70	\$18.90	\$31,052.70	\$18.90	
STEP 9	\$37,366.90	\$19.33	\$33,112.29	\$19.33	\$31,759.19	\$19.33	
STEP 10	\$38,059.60	\$19.72	\$33,780.36	\$19.72	\$32,399.96	\$19.72	

\* Number of hours is based upon number of work days in the fiscal year times the number of hours worked per day.

Hourly rate of pay and annual contract amount effective 7/01/08 - 6/30/09							
	52 week - hrs*		46 week - hrs*		44 week - hrs*		
	1930		1713		1643		
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	
STEP 0	\$29,953.60	\$15.52	\$26,585.76	\$15.52	\$25,499.36	\$15.52	
STEP 1	\$30,860.70	\$15.99	\$27,390.87	\$15.99	\$26,271.57	\$15.99	
STEP 2	\$31,767.80	\$16.46	\$28,195.98	\$16.46	\$27,043.78	\$16.46	
STEP 3	\$32,674.90	\$16.93	\$29,001.09	\$16.93	\$27,815.99	\$16.93	
STEP 4	\$33,582.00	\$17.40	\$29,806.20	\$17.40	\$28,588.20	\$17.40	
STEP 5	\$34,489.10	\$17.87	\$30,611.31	\$17.87	\$29,360.41	\$17.87	
STEP 6	\$35,396.20	\$18.34	\$31,416.42	\$18.34	\$30,132.62	\$18.34	
STEP 7	\$36,303.30	\$18.81	\$32,221.53	\$18.81	\$30,904.83	\$18.81	
STEP 8	\$37,210.40	\$19.28	\$33,026.64	\$19.28	\$31,677.04	\$19.28	
STEP 9	\$38,059.60	\$19.72	\$33,780.36	\$19.72	\$32,399.96	\$19.72	
STEP 10	\$38,812.30	\$20.11	\$34,448.43	\$20.11	\$33,040.73	\$20.11	

\* Number of hours is based upon number of work days in the fiscal year times the number of hours worked per day.




**ADDENDUM I**

This Agreement is made May 12, 2008, by and between the Board of Education of the Allen Park Public Schools and the Allen Park Association of Educational Secretaries, and shall be in effect from July 1, 2007, through June 30, 2009.

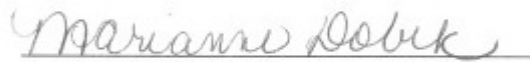
In witness whereof the parties hereto have executed this Agreement by their duly authorized representatives on the day and year as written above.

THE ALLEN PARK ASSOCIATION OF EDUCATIONAL SECRETARIES


  
\_\_\_\_\_  
President

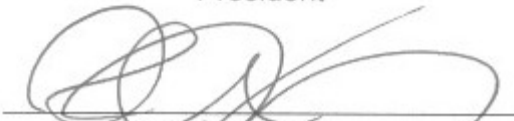
  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Negotiating Team Member

THE BOARD OF EDUCATION OF THE ALLEN PARK PUBLIC SCHOOLS

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary