

**AGREEMENT**

**between the**

**BOARD OF EDUCATION  
OF THE SCHOOL DISTRICT  
OF THE CITY OF BATTLE CREEK**

**and the**

**SOUTH CENTRAL UNIFIED  
BARGAINING ASSOCIATION/BCES/MEA/NEA**

**2001 - 2004**

**BATTLE CREEK EDUCATIONAL SECRETARIES**

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## **PREAMBLE**

This agreement is entered into by and between the Board of Education of the School District of the City of Battle Creek, Michigan, hereinafter called "the Board" and the South Central Unified Bargaining Association, BCES, MEA/NEA, hereinafter called "the Association."

### **Witnesseth**

Whereas, the parties have a mutual statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with respect to hours, wages, terms and conditions of employment.

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

### **Article I** **Recognition**

- A. The Board hereby recognizes the South Central Unified Bargaining Association/Michigan Education Association/National Education Association as the exclusive negotiating representative for all twelve (12), eleven (11), and ten (10) month full and part time secretaries with the following exclusions:
1. Administrative Assistant to the Superintendent
  2. Administrative Assistant to the Assistant Superintendent for Human Resources
  3. Administrative Assistant for Employee Relations and Benefits
  4. Payroll Supervisor
  5. Administrative Assistant to the Board of Education
  6. Administrative Assistant to the Personnel Department
- B. The term "secretaries" as hereinafter used in this contract shall include all secretaries, bookkeepers, clerks, and all other such personnel.
- C. The Board agrees not to negotiate with any organization other than SCUBA/MEA/NEA for the duration of this Agreement.

### **Article II** **Board of Education Rights**

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law, the statutes and the Constitution of the State of Michigan, and/or the United States, including, but without limiting the

foregoing: the selection, direction, transfer, promotion or demotion, discipline or dismissal of all secretaries.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

No provision of this Agreement shall be construed as limiting or restricting the Board's rights regarding those matters which are designated as management rights and/or prohibited subjects of bargaining under the Public Employment Relations Act.

### Article III

#### Secretaries' Rights, Agency Shop, Payroll Deductions, Paychecks and Discipline

- A. Secretaries and the Association, as the exclusive bargaining representative of the secretaries, shall have and enjoy all the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted.
- B. Secretaries shall be entitled to full rights of citizenship and no religious or political activities of any secretary or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such secretary.
- C. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to handicap, race, creed, religion, color, national origin, age, sex, or marital status or membership in, or association with, activities of any employee organization.
- D. **Agency Shop:** Each secretary shall, on or before, thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay a service fee determined by the Association. The secretary may authorize payroll deduction for such fee. In the event that the secretary shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the service fee from the secretary's wages and remit the same to the Association. The procedure for involuntary deduction shall be as follows:
  - 1. The Association shall notify the secretary of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for 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 affected.

2. If the secretary fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Section D. above.
3. The Board, upon receipt of request for involuntary deduction, shall provide the secretary with an opportunity for a due process hearing limited to the question of whether or not the secretary has remitted the service fee to the Association or authorized payroll deduction for same.

Pursuant to Chicago Teachers Union vs. Hudson, 106 S ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association secretaries. The remedies set forth in the Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting secretary concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

Due to certain requirements established in recent court decisions, the Association 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 thirty (30) days following the Association's notification to non-members of the fee for that given school year. All secretaries new to the District will be informed of this requirement when being offered employment in the District.

The Association agrees to indemnify and save the Board, and including individual school board members, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this agreement, providing that the Association shall have the right to select the legal counsel and to determine the method and means of defense, appeal or compromise to settle the claim. Neither the Association nor the MEA, will seek to invalidate the hold harmless clause or claim that the language is unenforceable.

4. The Association agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the above provisions and to furnish any other information needed by the Board to fulfill the provision of this Article. The Board agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.

5. Authorized deduction of membership dues shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year and the Board agrees to promptly and monthly remit to the Association Treasurer all monies so deducted, accompanied by a list of secretaries from whom the deductions have been made.
- E. **Payroll Deductions:** The Board shall also make payroll deductions upon written authorization from secretaries for the following and any other programs jointly approved by the Association and the Board.
1. Credit Union
  2. Tax-Sheltered Annuities
  3. Supplemental Life Insurance Opportunities available in the District
  4. United Way
- F. **Paychecks:**
1. Ten (10) month secretaries shall, when hired, or no later than June 15, notify the payroll office in writing of their choice of receiving twenty-two (22) or twenty-six (26) paychecks. The choice shall be binding on the secretary for the school year. Secretaries who fail to select one of the options in writing by the deadline shall be paid using the twenty-two (22) pay option.
  2. Eleven (11) month secretaries shall, when hired or not later than June 15, notify the payroll office in writing their choice of receiving twenty-four (24) or twenty-six (26) paychecks. The choice shall be binding on the secretary for the school year. Secretaries who fail to select one of the options in writing by the deadline shall be paid using the twenty-four (24) pay option.
  3. The first payday of each school year will occur no later than two (2) weeks following the secretary's return to work. Should the scheduled return to work fall after a school district pay period begins, the first paycheck will equal one-half (1/2) of the usual paycheck amount if the secretary has worked five days or less.
  4. The Board and the Association agree that secretaries who select the twenty-six pay option shall receive checks for their remaining salary bi-weekly throughout the summer months.
- G. **Notice of Return to Work:** Each secretary working less than twelve (12) months a year shall, by June 1, be sent a written notice of the date to return to work.

H. **Discipline:**

1. **Discipline Defined:** The Association and the Employer subscribe to the principles of progressive corrective discipline. The Employer will utilize discipline defined as counseling, oral warning and/or written reprimands to correct an employee's misconduct or misbehavior unless the Employer determines that the misconduct or misbehavior calls for discipline consisting of suspension or discharge. However, the Employer will not use discipline or discharge to circumvent the layoff and recall provisions of this Agreement and will upon request inform the Association of any discipline or discharge.
2. **Just Cause:** No secretary shall be disciplined without just cause.
3. **Rights to Association Representation:** Any discipline shall be done privately and the secretary shall be entitled to Association representation. The secretary shall be informed of the reason for disciplinary action and shall be provided any documentation used as a basis for the action. Any secretary who is disciplined shall receive written notice thereof which shall state the nature of the offense and the disciplinary action taken.
4. **Initiation of Grievance Due to Receiving Discipline:** A grievance which concerns discipline may be initiated at one step higher than the person issuing the discipline.

**Article IV**  
**Concerted Action Prohibition**

The Battle Creek Educational Secretaries and/or any individual member of the Association shall not engage in or encourage concerted action of any type against the organization or the school district during the life of this contract.

**Article V**  
**Employment**

Secretaries with five (5) or more years of service with the Battle Creek Public Schools may be given a full salary schedule credit for previous experience should the secretary be re-employed by the Board within two years of resignation.

**Article VI**  
**Job Placement**

- A. Secretaries shall be assigned within their area of competence and experience, and assignments shall be determined without regard to handicap, race, creed, color, national origin, age, sex, marital status or association with any employee organization.
- B. At the time of employment each secretary shall be given a copy of the Master Agreement by the employer, a placement letter indicating current location, salary, current hours and name of immediate supervisor.
- C. There shall be three categories of employees. They shall be:
1. Full-time: An employee assigned to a 40 hour per week position.
  2. Part-time: An employee assigned to a 20 hour, 25 hour, or 30 hour per week position.
  3. Probationary: A new employee assigned to a full or part-time position for a trial period of ninety (90) work days. Sixty (60) work days of the probationary period will be at the probationary pay rate, the remaining probationary period will be the assigned step of the pay schedule.
- D. At the beginning of each contract year, but no later than July 15, a position classification inventory which includes position, person(s) in position, department and status (full time or part-time [20, 25 or 30 hours]) will be submitted in writing to the Superintendent or Superintendent's designee and the President of the Battle Creek Educational Secretaries, MEA/NEA.

Persons working 20, 25 or 30 hours will have their benefits prorated based upon their assigned status. Should an employee work less than the assigned time, benefits will not be diminished. Should an employee work 10% or more over the assigned status category, for fifteen (15) days within a thirty (30) day period, the employee shall be moved to the next higher category for the next thirty (30) days.

- E. The Association shall represent probationary secretaries for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this agreement, except discharge and discipline.



**Article VII**  
**Work Schedules**

- A. The individual schedules resulting from 1.-5., below, shall be mutually agreed upon by the secretary and the immediate supervisor subject to approval of the Personnel Manager. The immediate supervisor has the right to schedule a secretary's work schedule within the above time constraints if mutual agreement cannot be reached.
1. Work Year: The standard work year for full year secretaries shall be twelve (12) months, July 1 through June 30. The standard work year for eleven (11) month secretaries shall exclude the month of July. The standard work year for ten (10) month secretaries shall be the school year.
  2. Work Week: The standard work week for all secretaries is Monday through Friday.
  3. Workday: The standard workday for full-time employees is eight (8) hours per day, scheduled between the hours of 7:00 a.m. and 5:00 p.m., including a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon and an unpaid lunch period of between thirty (30) minutes at the minimum and sixty (60) minutes at the maximum at or near the midpoint of the scheduled work day.  
  
Part-time secretaries shall have their work schedules arranged by their respective supervisor.
  4. Alternate Daily Work Schedules: Work day schedules varying from the above and occurring during a two (2) week pay period or longer may be requested if there is a reasonable business need of the District. Such alternate work schedules may not start earlier than 6:00 a.m. and may not continue beyond 7:00 p.m. and shall include an unpaid lunch period.
  5. Flex Day Schedule: A secretary's work schedule may be altered on any one work day to accommodate an occasional medical or dental appointment or other similar need which can not be scheduled outside of the secretary's established work schedule. For example, if a normal daily work schedule is 8:00 a.m. to 5:00 p.m. the schedule could be changed to 7:00 a.m. to 4:00 p.m. The modified work schedule may not begin earlier than 6:00 a.m. or continue beyond 7:00 p.m. The timelines in this section do not affect the scheduling of required overtime work per Article XXI.
- B. Without loss of pay, a secretary shall not be required to work in an inadequately heated work area. The building administrator or designee shall make the determination that the work area is inadequately heated. Without loss of pay, a secretary shall not be required to work when the building is unsecured and the students, teachers, custodian(s) and building

administrator(s) are absent from the premises. In the above circumstances the supervisor or designee may assign the secretary to an alternate work site.

- C. Secretaries may leave one-half hour early the working day before a holiday and the last day before a break period.

**Article VIII**  
**Vacancies and Transfers**

A. **Posting and Filling Vacancies:**

1. A vacancy shall be defined as an unoccupied bargaining unit position in a new job classification or an unoccupied bargaining unit position in an existing job classification. When it is necessary to fill a vacancy a notice, along with a statement of qualifications required for the performance of the job, shall be posted for a period of six (6) work days. In addition to the minimum qualifications the posting shall contain the following information:
  - (a) Type of work
  - (b) Location of work
  - (c) Starting date
  - (d) Rate of pay
  - (e) Hours to be worked
  - (f) Classification
  - (g) Minimum ability requirements measured by a standardized test if said ability is a qualification for the position.

Vacancy postings for bargaining unit positions shall be e-mailed to all bargaining unit members during the ten (10) month secretaries' work year. Vacancy postings at other times shall be sent to all bargaining unit members via the U. S mail.

2. During the posting time employees may bid for a vacancy by presenting to the Employer a written, signed notification of the desire to apply for such job or vacancy. In filling the vacancy between equally qualified applicants who possess the appropriate qualifications, the Board agrees to give preference to current employees. When two (2) or more bargaining unit employees are equally qualified (considering merit, capacity and ability) for the position, preference will be given to the secretary with the greater seniority. This procedure shall not be required with respect to transfers or changes in work schedules, employee status, etc.
3. In order to be interviewed for a vacancy that is being filled through the posting and bidding process rather than through the transfer process a secretary must meet the minimum core qualifications as written in the job description and job posting. The

Personnel Manager will notify a secretary not selected for an interview prior to the interviews. The affected secretary may meet with the Personnel Manager to discuss why an interview was not granted.

4. The Board agrees to make reasonable effort to complete the job interviews and job placements for vacancies within twenty (20) working days but in no event more than forty-five (45) working days after bid is closed.

**B. Transfers Within the Bargaining Unit:**

1. Applying for Transfer: The Employer shall continue to have the right and discretion to assign employees. At least once per contract year during the term of this Agreement, the Employer will give employees an opportunity to submit written requests to be considered for transfer to fill future job openings. Such written expressions of interest will be considered by the Employer when determining to post or assign jobs. If the Employer determines to utilize the transfer process, no employee shall have a right to such transfer on the basis of seniority or otherwise.
2. Transfer Trial Period. A transferred employee will have a trial period of not more than sixty (60) working days in which to qualify. At the end of such time the employee must have achieved efficiency. Employees who have so qualified after the sixty (60) day trial period may not bid on or be transferred to any other job opening for a period of six (6) months from the end of the trial period. If during the trial period the Employer or the employee determines that the employee cannot qualify within such stated time, the employee shall be returned to the previous position, without prejudice. In the event of a return to the prior job, the Employer may also return to the former assignments other employees transferred as a result of the original transfer.
3. Rate of Pay in Position Transferred To: An employee who, due to a permanent job transfer, is in a different job classification which has an established pay range which is lower than or the same as the established pay range in the employee's former job classification shall receive the regular straight-time rate of pay in the new job classification pay range at the pay rate step which coincides with the pay rate the employee was at in the employee's former job classification. Thereafter, the employee shall progress within the established pay range in accordance with the procedures established under this Agreement.

An employee who, due to a permanent job transfer, is in a different job classification which has an established pay range which is higher than the established pay range in the employee's former job classification shall receive the regular straight-time rate of pay in the new classification pay range at the pay rate step that will increase the employee's wage by at least ten (10) cents per hour. Thereafter, the employee shall progress in pay

rate within the established pay range in accordance with the procedures established under this Agreement.

- C. **Temporary Transfers:** An employee who, due to a temporary job transfer for an entire payroll period, is assigned to perform all of the duties of a different job classification which has an established pay range which is higher than the established pay range in the employee's regular job classification, shall receive the regular straight-time rate of pay in the new classification pay range at the lowest pay rate step that will equal or exceed the employee's regular rate. In all other cases of temporary transfer, the employee shall continue to be paid at the employee's regular rate of pay.

### **Article IX** **Staff Reductions**

- A. In the event it is necessary to reduce the office staff due to a decrease in the work load, lack of funds, or the elimination of positions, the Board agrees to meet with the Negotiating Committee to discuss the reason for the layoffs and the secretaries that will be affected. No secretary shall be laid off without a written notice to the secretary and the Association at least thirty (30) days prior to layoff.
- B. When reductions are to occur, they shall be on the basis of seniority according to the following provisions:
1. When there is more than one secretary with the same job classification, the least senior employee shall be laid off first.
  2. Any employee identified for layoff shall have the following rights:
    - (a) First, to bump any less senior employee within the same job classification provided the employee possesses the necessary ability to perform the work adequately with minimal instruction and training.
    - (b) Second, in the event the employee identified for layoff is unable to bump within the same classification, then the employee shall be able to bump the least senior employee in the next lower classification, if 1) the employee possesses the necessary ability to perform the work adequately with minimal instruction and training and 2) the employee identified for layoff has more seniority than the least senior employee in the next lower classification.
    - (c) Third, the method of bumping as set forth in (b) above may be repeated at each succeeding lower level of classification. Any employee who is displaced may use the above noted rights in the same way.

- (d) In no case shall a new employee be hired while there are laid off employees who possess the necessary ability to perform the work adequately with minimal instruction and training.
  - (e) Ten (10) and eleven (11) month secretaries will not bump into positions that require a greater number of months worked per year unless a similar position relating to the number of months worked is not available.
3. Seniority is defined as the length of continuous service within the bargaining unit from the last date of hire. Leaves of absence granted pursuant to this contract and layoffs shall not constitute an interruption in continuous service.

A seniority list will be provided to the Association on October 1 of each year. In the event of equal seniority, all secretaries so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, place, and time of drawing.

- C. Recall from layoff shall be in the inverse order of layoff for vacancies and/or new position openings with the following understandings:
- 1. The District shall send recall notices by certified mail to laid-off employees at their last known home address. It is the responsibility of the laid-off employee to keep the District informed of a current home address. The laid-off employee shall be considered to have resigned if, within five (5) working days from the date the certified letter was received, the employee does not respond or if the laid-off employee declines to return to a comparable position with the District.
  - 2. The District may recall employees to fill positions on a temporary basis while the posting, interview and selection process is taking place. Laid-off or recalled employees may apply for current vacancies or new positions when the positions are posted. The District may place laid-off or recalled employees into the positions that remain vacant at the end of the internal posting and selection process.
  - 3. A laid-off employee's name shall be removed from the recall and seniority lists if the employee has not been recalled to a position within eighteen (18) months of the date of lay-off. Removal from the recall and seniority lists means that such employees no longer have rights to employment with the District.

D. Unemployment Compensation

1. In the event an employee receives unemployment compensation for a scheduled work day which was canceled due to conditions not within the control of School authorities, if the canceled day is rescheduled, the employee's compensation for working the rescheduled day will be adjusted such that the compensation for the rescheduled day, plus the unemployment compensation for the canceled day, equals the compensation the employee would have earned had the employee been compensated for the rescheduled day at the regular rate of pay.
  2. In the event an employee receives unemployment compensation benefits for non-scheduled work day(s), such as a holiday break period or the summer break period for an employee who would not have worked in the summer, the employee's compensation for working the rescheduled day will be adjusted such that the compensation for the rescheduled day, plus the unemployment compensation for the canceled day, equals the compensation the employee would have earned had the employee been compensated for the rescheduled day at the regular rate of pay. This section is not intended to adjust compensation for unemployment received for regularly scheduled work days.
- E. The transfer of the duties and responsibilities of any position in the bargaining unit to non-bargaining unit District employees shall not result in staff reductions. If volunteers are used by the District to perform bargaining unit work, for any volunteer programs not in effect prior to July 1, 1997, the impact of the volunteers being used may be bargained if requested by either party.
- F. This agreement shall be binding upon the Board and its successor personnel. In the event that this district shall be combined with one or more districts the Board will continue to recognize the Association and will continue employment of its secretaries in such consolidated district as long as the Association remains the representative body, and to the extent allowed by law.

**Article X**  
**Termination of Employment**

- A. Secretaries wishing to terminate employment shall give two (2) weeks advance notice, in writing, to the immediate supervisor of the department and the Associate Superintendent, and shall be entitled to all benefits accrued up to termination date.
- B. Any secretary terminating without notice as stated in "A" above shall forfeit any and all vacation credit and other benefits.

**Article XI**  
**Conference Committee**

- A. This committee shall consist of three (3) representatives of the Board, the Association President and two (2) representatives of the Association excluding witnesses should their attendance be mutually agreed upon.
- B. The Conference Committee shall meet to keep both parties to this agreement informed of changes and developments; to attempt to solve problems caused by conditions other than covered by this agreement; and to confer over other problems in an effort to keep such matters from becoming major in scope, to review, revise, change job descriptions as necessary and to confer and consult on work rules.
- C. A conference meeting may be requested by the Association President or by representatives of the Employer. If such meeting is scheduled during a normal working day, persons involved shall be released from regular duties without loss of salary and an agenda shall be submitted with the request. Unless otherwise mutually agreed upon, matters taken up at the conference shall be limited to those included in the agenda.
- D. It is expressly understood that this Conference Committee provision is not to be used as a grievance procedure or substitute for or subject to the grievance procedure nor shall participation in a conference obligate either party to negotiate, modify or otherwise change the terms of the Agreement. However, this does not prohibit the discussion of grievances or items of concern to the parties' interpretation and enforcement of this Agreement.

**Article XII**  
**Grievance Procedure**

- A. **Definition:**
  - 1. A "grievance" is defined as a misapplication or misinterpretation of the agreement or an action that violates the specific terms of this agreement.
  - 2. A grievance, to be a proper grievance, shall cite the article the grievance is based on and demonstrate the violation.
  - 3. "Days" is defined as working days designated in a 12 month secretary's work year.
- B. The purpose of this procedure is to secure equitable solutions to grievances which may arise from time to time.

- C. **Level One:** A secretary with a grievance shall first discuss it with the immediate supervisor within ten (10) days of the alleged violation of contract. The secretary shall be offered the opportunity for Association representation at this LEVEL ONE discussion with the object of resolving the matter informally.

**Level Two:** If the grievance is not resolved to the satisfaction of the aggrieved secretary, the secretary may submit the grievance in writing to the Secretaries' Negotiating Committee. The committee may, within ten (10) days, submit the written grievance to the Superintendent of Schools citing and demonstrating the contract article which is alleged to have been violated. The Superintendent, or his designee, will meet with the aggrieved secretary and up to three (3) members of the Association within ten (10) working days of receipt of the grievance with the object of hearing arguments from the secretary and the supervisor and resolving the matter. After this LEVEL TWO hearing, the Superintendent, or his designee, will answer the grievance in writing within five (5) working days.

**Level Three:**

1. In the event the Superintendent's decision is not acceptable, or if no decision is rendered, the Association may submit the grievance to advisory arbitration within fifteen (15) days from receipt of the decision or the date the decision should have been rendered. The Arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. The Arbitrator's fees and expenses shall be borne equally by the employer and the Association. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, and shall be limited to the interpretation and application of this Agreement in the award.
  2. The Arbitrator's findings and award shall be reviewed by the Board of Education at its next regularly scheduled meeting following the receipt of said findings and award. The Board of Education will issue its decision as to whether or not the award will be implemented to the President of the Association no later than five (5) days from the date of the meeting at which the findings and award was reviewed.
- D. No reprisals of any kind shall be taken by either party to the grievance or by any other member of the Administration or the Association against participants in the grievance procedure.
- E. A grievance may be withdrawn at any level without prejudice or record.



**Article XIII**  
**Negotiations Procedure**

- A. Beginning not later than March 15 of the year this Agreement expires, the Association and the Board agree to begin negotiations of a successor agreement.
- B. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.
- C. When it is mutually agreed that negotiations referred to in paragraph "A" between the Board and the Association shall take place during the school day, secretaries so engaged shall be released from regular duties without loss of salary.
- D. The employer will not aid, promote or finance any group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.

**Article XIV**  
**Leaves of Absence**

**A. General Conditions:**

- 1. Unpaid Leaves: Except as expressly provided in this Agreement, all leaves of absence shall be without pay. Fringe benefits (including, but not limited to, vacation, holidays, insurance coverage, etc.) shall not accumulate or remain in effect during any unpaid leave of absence, except as expressly provided in this Agreement. All accumulated benefits shall be frozen at the beginning of an unpaid leave of absence and shall be available upon return.
- 2. Paid Leaves: Seniority and all other benefits shall continue to accumulate or remain in effect during any paid leave of absence.
- 3. Requests for Leave: Written requests for leave of absence shall be approved or denied within five (5) workdays after they are received by the Employer. Leave requests that are not supported by required documentation will be denied, but may at the Employer's option be considered requests for leave under other applicable sections.
- 4. Returning From Leave as Planned: When returning from any leave of absence the secretary shall be placed in the same building and position held prior to the leave providing the position is still in existence and subject to the following:

- (a) The leave is not for more than one year.
  - (b) Return from leave does not supersede the lay-off provisions of Article IX of this contract.
  - (c) If the position no longer exists, the secretary shall be returned to a position of like nature and as nearly comparable as is possible.
5. Early Return From Leave: There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence of more than ninety (90) days granted under this agreement unless the employee gives a written notice to the Employer of a desire to return to work ten (10) days prior to the employee's desired date of return to work. If such notice is given, the employee will be assigned to the position held when the leave began or such other substantially equivalent position on or soon as possible after the requested date of return subject to the provisions of this agreement pertaining to reduction of staff or layoff.
6. Return From Sick or Injury Leave: After an illness or injury leave of absence, the Board may also request that the secretary present medical documentation from a physician certifying that the secretary is able to perform the essential functions of the position with or without reasonable accommodation on the date of return.
7. Bargaining Unit Status of Substitutes: Should a substitute be employed by the Board during a secretary's approved leave of absence, the substitute shall not be eligible for benefits provided through this contract or be represented by the Association.
- B. Unpaid Leave for the Employee's Family and Personal Illness: Upon written request, an employee may be granted a leave for illness in the immediate family, without pay or benefits, not to exceed one (1) year in duration. Spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, or relative residing in the secretary's household, shall be included in the secretary's "immediate family." Upon request of a secretary, the employer may grant leave allowance even though the person who is injured or ill is not within the secretary's immediate family. Requests shall be forwarded to the Personnel Manager and shall include the reason for the leave and the beginning and ending dates of such leave.
- C. Unpaid Administrative Leave of Absence: The Assistant Superintendent for Human Resources may authorize an employee to take an administrative leave of absence, without pay or benefits, where such leave would benefit the employee or the Employer. Each request for administrative leave of absence will be considered on its individual merits. The Employer, with the understanding that its decision will in no way establish a precedent, will review the particular circumstances surrounding each request for a leave of absence. The decision of the Employer to grant or deny a leave of absence is final and not subject to the grievance procedure.

D. **Paid Bereavement Leave:**

1. If a death occurs among the members of a secretary's immediate family the secretary shall be granted three (3) days of bereavement leave with pay. (Definition of immediate family to be wife, husband, son, daughter, brother, sister, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, grandparents or grandchildren.) Additional bereavement leave may be granted in special cases, without pay such as for travel time, subject to the approval of the Administration.
2. If a death occurs among other relatives of a secretary, the secretary shall be granted one (1) day of bereavement leave with pay (definition of other relatives is aunt, uncle, niece, nephew, brother-in-law and sister-in-law). Additional bereavement leave may be granted in special cases, without pay, such as travel time, subject to the approval of the Administration.
3. Secretaries who wish to attend the funeral of a former employee, who the secretary worked with, will be granted up to two (2) hours of paid bereavement leave to attend the funeral.

E. **Paid Sick Leave:**

1. Crediting of Sick Leave:

- a. Secretaries Reporting to Work or on Paid Leave at the Beginning of Their Contract Year: Each secretary covered by this Agreement shall be credited with one (1) day of paid sick leave for each month of their scheduled contract year.
- b. Secretaries on Unpaid Leave at the Beginning of Their Contract Year: Secretaries who are on unpaid leave at the beginning of their contract year, shall have one (1) day of paid sick leave credited to their personal sick leave accumulation for each month remaining in their contract year upon reporting for work.
- c. Secretaries who regularly work less than full time shall accumulate paid sick leave days, pro-rated according to the number of regularly scheduled hours and months worked.
- d. Paid Sick Leave Accumulation Limit: Unused sick leave allowance shall accumulate to a maximum of two hundred and ten (210) days and be designated as "personal accumulated sick leave allowance."

2. Requesting and Reporting Paid Sick Leave:

- a. Secretaries must report the need for sick leave on a daily basis to their immediate supervisors prior to their starting time, if at all possible. The Employer may, as a condition of the employee receiving payment for the usage of paid sick leave, require a completed disability claim form and/or FMLA medical certification.
- b. During any sick leave of more than five (5) consecutive workdays, the secretary must provide the supervisor with medical status updates as reasonably directed by the supervisor.

3. Granting Paid Sick Leave: A secretary's available paid sick leave shall be granted when requested by the secretary in increments of one (1) hour when:

- a. The secretary is disabled from safely performing the essential functions of the secretary's regular job or any other job offered by the Employer which the secretary is otherwise qualified to perform, because of illness, injury, quarantine and/or pregnancy. Such leave shall be taken and exhausted concurrently with a leave under the Family and Medical Leave Act.

A secretary shall not be granted paid sick leave for minor personal ailments which would not affect the safety of the secretary or of other persons or of property, except when, the secretary is entitled to FMLA leave due to the "serious health condition" of the secretary.

- b. It is established to the satisfaction of the Employer or, if the Employer is not satisfied, a qualified physician selected by the Employer that a secretary has a medical necessity for physical therapy. Such therapy must be administered by a registered physical therapist. If at all possible the therapy will be scheduled outside the secretary's scheduled work time or by using an Employer approved alternative work schedule or make-up work opportunities to cover the required time away from work.
- c. It is necessary for the secretary to go to a medical doctor or dentist appointment during the secretary's work hours.
- d. Illness or injury in the immediate family (immediate family to be interpreted to mean spouse, children or parents residing in the same household). If there is reason to suspect misuse of sick days, a doctor's statement may be required by the employer.

- e. Five (5) sick leave days annually may be used for illness or injury for children or parents not residing in the same household. A doctor's statement may be required by the employer.

F. **Paid Personal Leave:** Each contract year a regularly employed employee is eligible to receive paid personal leave equivalent to the number of regularly assigned work hours in three (3) of the employee's work days. An employee's workday is defined as the number of regular work hours assigned to that employee. The reason(s) for requesting personal leave need not be stated except as noted below for emergency, illness and injury use. Any request must be made to the employee's immediate supervisor in writing on the appropriate leave form at least forty-eight (48) hours in advance of the date requested, unless an illness, injury or emergency exists which prevents giving the required written notice. Illness, injury and emergency use of paid personal time is conditional upon the employee providing advance notice to the immediate supervisor, if possible, and providing a written statement documenting that giving forty-eight (48) hours advance written notice was impossible.

Use of paid personal leave shall not be construed to relieve an employee of the responsibility to comply with the Employer's required procedures concerning notification of absence from work.

The use of paid personal leave, which is not authorized in advance, shall not insulate an employee from disciplinary action.

Requests for use of paid personal leave may be denied if the absence of the employee would unreasonably interfere with the services to be performed.

Paid personal leave must be used in increments of one (1) hour and shall be paid at the employee's regular straight time hourly rate, exclusive of premium pay.

G. **Paid Sick Leave Bank Leave:** A sick leave bank designed to provide secretaries with income protection due to a long-term major physical or mental disability is established as follows:

1. Each unit member secretary when hired will contribute one (1) sick leave day to the sick leave bank.
2. Secretaries will be eligible to apply for withdrawal of sick leave days from the bank when they have suffered a major disability and after the expiration of the greater of (1) the secretary's accumulated sick leave or (2) a waiting period of sixty (60) work days during the calendar year.
3. The maximum withdrawal for a twelve (12) month secretary cannot exceed two hundred (200) sick days for a single disability. The maximum withdrawal for a ten (10)

month secretary cannot exceed one hundred and eighty (180) sick days for a single disability. The maximum withdrawal for an eleven (11) month secretary cannot exceed one hundred ninety (190) sick days for a single disability.

4. When a secretary returns to work following a disability, any additional days lost due to the same disability will be compensated without another waiting period unless a six month period has elapsed since the secretary's return to work. In addition, if a waiting period is interrupted due to a return to work and the secretary is subsequently unable to continue working due to recurrence of the same disability, the waiting period will be considered uninterrupted.
5. The Board is not liable and will not extend any sick leave days beyond the days that are available in the bank. In the event the bank drops below 50 days, each secretary will be assessed one (1) day and the Board shall contribute enough days to bring the bank to 200 days.

If the secretary has no accumulated sick days at the time of the assessment, the one (1) day will be deducted from the employee's sick leave at the beginning of the next fiscal year.

6. Secretaries who anticipate a need to apply for withdrawal from the sick leave bank are to notify the Personnel Manager for information regarding the necessary application procedures.

Applicants shall be expected to provide medical proof of disability and must be willing to submit to an examination by a physician appointed by the Board, at Board expense, if requested.

7. Each application for withdrawal from the sick leave bank will be reviewed by a committee comprised of three (3) Association representatives appointed by the Association and three (3) representatives of the Board. In the event that a decision cannot be reached by the committee, the final decision regarding the granting of sick leave days will rest with the Board. Sick Leave Bank Committee decisions are not subject to the grievance procedure in this Agreement.
8. "The Sick Leave Bank Review Committee" will be responsible for developing additional provisions or by-laws relative to the operation of the sick leave bank.

- H. **Workers' Compensation Leave:** An employee shall be granted Worker's Compensation leave and benefits due to being disabled through job-related illness or injury arising out of employment with the Employer which qualifies under the Michigan Workers' Compensation statute.

When the employee qualifies for Workers' Compensation leave the Employer shall pay a salary supplement equal to the difference between the Workers' Compensation benefits received by the employee and the Employee's regular "take home pay" with the following understandings:

1. The Employer shall have no obligation to pay such supplement unless the employee has filed required accident report forms concerning the work-related disability, illness or injury in a timely manner.
2. No worker's compensation shall be paid for any injury that does not incapacitate the employee for a period of at least seven (7) calendar days. During the first seven (7) calendar days of disability the employee may use available accumulated paid leave. The Employer is under no obligation to restore paid leave used during the first seven (7) calendar days of disability. If the employee elects to continue use of available paid leave past the seven (7) calendar day waiting period, the Employer is under no obligation to pay the supplement.
3. This salary supplement shall continue for the duration of the injury or illness or for one hundred eighty (180) days, whichever comes first with no subtraction from the employee's paid sick leave accumulation.
4. The Board agrees that these differential payments are not to be utilized as an offset pursuant to Section 354 or the Workers' Compensation Act against any Workers' Compensation benefits paid to the secretary.

I. **Military Leave:**

1. **Active Duty:** Employees who enter the military service of the United States shall be granted leaves of absence and reinstatement of employment as required by applicable provisions Sections 4311-4312 of the Federal Uniform Services Employment and Reemployment Rights Act, 38 USC and the Michigan Public Employees Entering Armed Forces Act (MCL 35.351, et seq).
2. Any regular employee who is a reservist or a member of the National Guard who is required to miss work to attend an "annual active duty for training" or to report for active duty in the event of a national or state emergency shall be compensated by the Employer for the difference between regular pay and military pay, for the time which would have been regularly worked, to a maximum of ten (10) days during any twelve (12) month period. Such payment shall be granted only upon advance notice to the Employer at least seven (7) days prior to the beginning of the month during which the employee's absence will occur. An employee who desires payment shall sign the military pay over to the Employer and the Employer shall make the employee whole.

- J. **Paid Jury Duty Leave:** A jury duty leave shall be granted to any employee who is obligated to serve as a juror in court. The employee shall receive full pay for the employee's regularly scheduled hours of work during such leave, provided the employee informs the Employer within three (3) working days after receiving a jury summons, and provided further that the employee pays over to the Employer all juror fees, excluding mileage, received by the employee. Any employee who is excused from jury service during regularly scheduled work hours shall report for work for the remainder of the day.
- K. **Court Appearance Leave:** Employees will be granted time off without pay to testify or participate in a court case or administrative hearing. An employee who is required to testify in a case or hearing as part of the employee's job duties or in which the Employer is a party and the employee is not an adverse party, shall be paid at the regular hourly rate for all regularly scheduled working time lost.
- L. **Unpaid Child Rearing Leave:** An employee may be granted a leave of absence for child rearing purposes. Such leave is to commence not earlier than the date of the birth or adoption of the employee's child. The leave is to commence not later than one (1) year after the date of the birth or adoption of the employee's child. Such leave shall be granted without pay or pay increment for a period not to exceed one (1) year beyond the date on which it became effective. Except in cases of emergency, the employee shall notify the Board at least thirty (30) days prior to the date the leave is to begin. The leave's start and return dates shall be included in the letter along with a copy of the child's birth certificate or adoption order.
- M. **Unpaid Public Office Leave:** A leave of absence without pay may be granted to an employee with at least one (1) year of seniority, for purposes of seeking or filling an elective or appointive public office, provided the employee's activities do not violate applicable law or ethical standards. Such a leave will not ordinarily be granted where filling the office constitutes a full-time, paid job. Seniority and other benefits shall be frozen and shall not accumulate during the period of any such leave.
- N. **Unpaid Family/Medical Leave:**
1. **Granting of FMLA Leave:** A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any employee in accordance with the Family and Medical Leave Act (FMLA) for the following purposes:
    - a. The birth or placement for adoption or foster care of a child within one (1) year of the child's placement or birth;
    - b. Because of a serious health condition of an employee's spouse, child or parent;  
or
    - c. Because of the employee's own serious health condition.



2. FMLA Regulations: FMLA leave of absence shall be subject to and administered in accordance with the FMLA and FMLA regulations. Limitations found under Section 108 of the FMLA – “Special Rules Concerning Employees of Local Educational Agencies” shall apply. The Employer reserves all rights granted to school districts under the FMLA, such as, but not limited to:
  - a. The right to substitute all paid leave benefits for unpaid FMLA leave except an employee may choose to reserve up to ten (10) days of the employee’s paid sick and/or vacation leave;
  - b. To require medical verification of illness;
  - c. To require a certificate of fitness as a condition for the employee’s return to work;
  - d. To require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for employees who are married; and
  - e. To allow the Employer to define the “twelve (12) month period” referred to in the FMLA as a twelve (12) month rolling period.
3. Eligibility for FMLA Leave: In order to be eligible for a FMLA leave of absence the employee must meet the eligibility requirements set forth in the FMLA and FMLA regulations. For instance, an employee must have worked for the Employer for at least one (1) year and worked at least one thousand two hundred and fifty (1250) hours in the previous twelve (12) consecutive months prior to the date the leave is requested.
4. Health Benefits: In accordance with the FMLA, the Employer shall continue group health plan benefits during FMLA leave. This shall not be construed as a waiver of the Employer’s right to recoup premium payments from employees where permitted by the FMLA or as an agreement to provide health plan benefits greater than would have been provided if the employee was not on FMLA leave.

O. Association Leave:

1. Unpaid Elected Officer Leave: Secretaries that are elected officers of the State or National Association or its Affiliates may be granted a leave of absence without pay and not to exceed one (1) year for the purpose of performing duties of the Association or its Affiliate.
2. Paid Association Business Leave: Paid Association leave will be granted upon request for official Association business not to exceed ten (10) days per contract year.

- P. **Paid Representation at Conference and Meeting Leaves:** The Board may grant secretaries time off with or without pay to attend conferences or meetings when the Board recognizes a benefit to the district by having secretaries attending meetings or conferences. The Board will pay per diem and travel for those granted.

**Article XV**  
**Vacations**

- A. Secretaries employed on a twelve (12) month schedule shall earn and accumulate paid vacation leave benefits in accordance with the following schedule:

<u>Seniority Required</u>	<u>Paid Time Off</u>
1 through 6 years	10 days vacation
7 through 12 years	15 days vacation
13 years and after	20 days vacation

- B. Secretaries employed on a less than 12 months schedule shall earn and accumulate paid vacation leave benefits in accordance with the following schedule:

1. Eleven Months

<u>Seniority Required</u>	<u>Paid Time Off</u>
1 through 6 years	9 days vacation
7 through 12 years	14 days vacation
13 years and after	19 days vacation

2. Ten Months

<u>Seniority Required</u>	<u>Paid Time Off</u>
1 through 6 years	9 days vacation
7 through 12 years	13 days vacation
13 years and after	18 days vacation

- C. Secretaries employed less than eight (8) hours per day or forty (40) hours week will receive vacation time on a pro-rated basis in proportion to time worked per day and years of seniority.
- D. No secretary shall receive vacation days until the secretary's one (1) year seniority date.

- E. One (1) to five (5) days of accumulated vacation may be held over to be used during the next seniority year, by a twelve (12) month secretary only, upon approval of a written request to the immediate supervisor at least thirty (30) calendar days before the secretary's seniority anniversary date.
- F. **Advance Vacation Pay:** A secretary who is entitled to two (2) or more weeks of vacation may request an advance paycheck. A written request must be received in the Payroll Office at least eighteen (18) business days prior to the pay date in question. The secretary would then receive two (2) paychecks on the pay date preceding the vacation. (Example: In order for a secretary to receive two (2) paychecks on a pay date of June 15 due to a vacation that would include the pay date of June 29, a request for a pay advance must be received in the Payroll Office no later than June 5.)
- G. A secretary who resigns and also gives the Employer two (2) weeks or more notice shall be paid for any accumulated vacation leave.

**Article XVI**  
**Use of School Facilities**

- A. The Association shall have the right to use school buildings, if available, after working hours, and for evening meetings, without cost, subject to the rules and regulations governing such use.
- B. The Association may use the school mails for the distribution of materials related to school business. Should there be any determination that such usage requires U.S. postage, the Association agrees to pay such cost or discontinue usage until an alternate plan can be negotiated.
- C. Except as provided elsewhere in this contract, the Association agrees not to conduct Association business during work time.

**Article XVII**  
**Insurance**

- A. The Board shall provide without cost to the secretary the following MESSA-PAK for a full twelve month period beginning July 1 for each full time secretary and entire family. Secretaries not electing Plan A will select Plan B. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted.

**PLAN A**

1. Health .....MESSA Super Care 1  
Each secretary shall pay the \$100/\$200 deductible  
The drug card co-payment will be \$5.00
2. Dental.....Delta Dental Plan E007
3. Vision.....VSP3
4. Negotiated Life \$10,000
5. Group Life Insurance in the amount of \$10,000 will be provided by the Board. The policy provides double benefits in case of accidental death and triple benefits in case of death while a passenger on a commercial carrier.

**PLAN B**

1. Dental .....Delta Dental Plan E007
2. Vision .....VSP3
3. Negotiated Life \$10,000
4. Group Life Insurance in the amount of \$15,000 will be provided by the Board. The policy provides double benefits in case of accidental death and triple benefits in case of death while a passenger on a commercial carrier.
5. A cash option of \$204.00 per month.

B. Part-time secretaries are not eligible for the above PAK but shall be able to select one of the following:

**PLAN 1**

1. Health.....MESSA Super Care 1 pro-rated based on the portion of a full time assignment worked. Each secretary shall pay the \$100/\$200 deductible.  
The drug card co-payment will be \$5.00
2. Dental.....Delta Dental Plan E007 (fully paid)
3. Negotiated Life..\$10,000 (fully paid)

**PLAN 2**

1. Dental.....Delta Dental Plan E007 (fully paid)
2. Negotiated Life ..\$15,000 (fully paid)
3. A cash option of \$204.00 per month pro-rated based on the portion of a full time assignment worked for the school year.

The Board has adopted a qualified plan pursuant to Section 125 of the Internal Revenue Code. The plan is designed to allow secretaries receiving Plan #B or Plan #2 to receive the cash options which are part of those plans. The cash option received by the secretaries may be utilized to purchase a tax deferred annuity. (All costs relating to the implementation and administration of tax deferred annuity benefits under the plan shall be borne by the Board). To purchase a tax deferred annuity, the secretary shall enter into a salary reduction agreement.

- C. **Tax Deferred Annuities:** The Board will make available payroll deduction for secretaries who wish such a service for tax deferred annuity plans. Companies qualifying for payroll deduction must meet the specifications determined by the Battle Creek Public Schools Business Office.

**Article XVIII**  
**Retirement**

- A. The Board of Education shall pay its portion of the cost of each secretary's retirement as required by law.
- B. A secretary who separates from the employer for retirement purposes, in accordance with the provisions of Michigan Laws relating to the retirement system for public school employees, and has at least ten (10) years of service to the district shall be paid for unused sick leave up to forty-five (45) days. An employee with at least fifteen (15) years of service to the district shall be paid for up to ninety (90) days of unused sick leave. All payments will be made at the secretary's current rate of pay based on a regular work day.

An employee who qualifies for this benefit is to receive a lump sum payment of accrued sick leave benefits in either July or January following the employee's retirement. An employee who wishes to use all or a portion of the lump sum payment to purchase universal buy-in credit, to pay for MIP buy-back costs owed to MPSERS or to purchase some other retirement credit allowed by MPSERS rules may do so by providing the Business Office with a billing statement from MPSERS and written directions as to what portion of the employee's lump sum payment is to be sent to MPSERS. The written directions and billing statement must be in the Business Office prior to November 1 or May 1 of any year. Any remaining funds shall be paid to the employee in the form of a check. No electronic deposits shall be made with any remaining funds.

Any employee taking advantage of this provision must have taken care of all necessary paperwork to retire including a letter of resignation for retirement purposes to the Board of Education and a request for the final salary affidavit on or before November 1 or May 1 of any year. The District shall issue and mail a check to MPSERS, in the employee's name, prior to January 22 or June 22 of any year.

The Board of Education shall pay the cost of each secretary's retirement at the rate of five percent (5%) or as otherwise required by law.

**Article XIX**  
**Miscellaneous Provisions**

- A. The Board agrees to reimburse the secretary for tuition expenses for accredited classes taken and successfully completed, providing the class is relevant to job duties and has been approved in advance by the secretary's immediate supervisor and the Personnel Manager and pursuant to the District's tuition reimbursement program.

Secretaries who attend mandatory in-service or training as approved by the Administration shall receive their current rate of pay. (Explanation of pay: The member who attends a mandatory three (3) hour training session will receive three (3) hours of pay).

Secretaries attending in-service or training on a voluntary basis, and as approved by the Administration, shall receive a \$42.00/day stipend based on seven (7) hours/day of training.

- B. The Board of Education shall be notified of the members of the Negotiating Committee at all times.
- C. All documents, communications, grievances or records dealing with the Association shall be filed separately from the personnel files of the participants.
- D. Assault and Battery - Assault and battery upon an employee is to be reported immediately to the supervisor or principal by the employee. Upon request of the employee the Board will assist the employee with the reporting and follow through of the incident by law enforcement and judicial authorities.

**Article XX**  
**Contract Printing and Distribution**

Copies of the master agreement for secretaries shall be printed at the expense of the Board of Education and presented, after yearly modifications, to all secretaries now employed or hereafter employed.

**Article XXI**  
**Compensation**

A. Effective July 1, 2001, Secretaries' salaries will be paid according to the following schedule:

1. The 2001-2002 rate increase shall be 3.25% over the 2000-2001 hourly wage amounts.

<u>Steps</u>	<u>Administrative</u>	<u>Facility/Program</u>	<u>Clerk/Clerical</u>
Probationary (60 days)	\$11.64	\$11.19	\$10.70
1 Year	\$13.43	\$12.95	\$12.64
2 Year	\$13.99	\$13.52	\$13.21
3 Year	\$14.56	\$14.09	\$13.78
4 Year	\$15.22	\$14.76	\$14.52

2. The 2002-2003 rate increase shall be determined by continued collaborative bargaining.
3. The 2003-2004 rate increase shall be determined by continued collaborative bargaining.
4. Any secretary hired after July 1, 1997 while classified as clerk/clerical will have available to her/him the first three steps of the hourly rate pay schedule. Years of comparable experience outside the District may be granted up to Step 4.
5. Those part-time secretaries who in 1982-83 received full benefits shall continue to receive full time benefits.

B. **Overtime Work:**

1. **Scheduling of Overtime:** The District reserves the right to require employees to work a reasonable amount of overtime in a manner which is advantageous to the District and its service to the public. Notice of required overtime must be given to employees required to work such overtime at least twenty-four (24) hours in advance, when possible. While economy, efficiency, and safety of operations will generally be the controlling factors in scheduling work on holidays and weekends, the District will consider the secretary's stated preferences in scheduling such work. Overtime requests by the Secretary must be approved prior to performing the work by the secretary's supervisor and the Personnel Manager.
2. **Premium Pay:** Premium pay shall be paid at the rate of one and one-half (1½) the secretary's regular hourly pay for all hours worked over eight (8) hours in one (1) day or forty (40) hours in one week. Paid hours not actually worked such as vacation, sick or holiday pay can not be used for computing premium pay. For payment of premium

pay, overtime hours worked must be submitted on a time sheet for payment by the Tuesday prior to the payday week.

3. **Compensatory Time Off Work:** In lieu of receiving premium pay a secretary may request to schedule compensatory time off work. Hours that are actually worked in excess of forty (40) hours in one (1) work week may be scheduled as compensatory time off at the rate of one and one-half (1½) hours off work for each such hour worked. Compensatory time off must be used within the next bi-weekly payroll period after which it was earned. Paid hours not actually worked such as vacation, sick or holiday pay can not be used for computing compensatory time off. Compensatory time off work scheduled in lieu of premium pay shall only be allowed if the secretary, the supervisor and the Personnel Manager mutually agree. Without such mutual agreement the District shall issue premium pay for any hours qualifying for compensatory time off. Overtime hours used as compensatory time off must be submitted on a time sheet which shows when the overtime hours were earned and compensation time to be used.
- C. **Work Week:** For purposes of computing premium pay or compensatory time off work, a work week is defined as a seven (7) day period beginning on a Monday and ending on a Sunday.
- D. **Payroll Period:** For purposes of scheduling compensatory time off work and turning in time sheets a payroll period is defined as a fourteen (14) day period beginning on a Monday and ending on a Sunday. The Business Office shall designate pay periods.
- E. **Job Descriptions:**
  1. All job descriptions shall be reviewed and updated by the District during each even numbered year. Said descriptions shall be developed jointly by the Board and the Association. Revised job descriptions shall be sent to the current secretary in that position. The descriptions shall be distributed to all current secretaries and to all new secretaries when hired by the District. The descriptions will include a minimum of:
    - Job title and description
    - Minimum requirements
    - A specific statement of required tasks and responsibilities
    - Classification and rate of pay
  2. Any evaluations of a secretary's work performance shall be based upon said job description.
  3. Changes in job description shall be referred to the Conference Committee.



4. Classification Defined:

- a. Administrative Secretaries: An administrative secretary is a bargaining unit secretary reporting directly to an administrator(s) who has major district wide, and/or beyond, management responsibilities. Positions included in this classification are:

Chief Financial Officer Secretary  
Facilities/Operations Director's Secretary  
Information/Communications Coordinator's Secretary  
Instructional Department Secretary  
Project Time Director's Secretary  
Special Education Director's Secretary  
Student Services Director's Secretary

- b. Facilities/Program Secretaries: A Facility/Program Secretary is a bargaining unit secretary who reports to a facility or program administrator who is responsible for a facility, district program and/or business function of limited scope not necessarily district wide. Positions included in this category are:

Accounting Secretary  
Adult Education Secretary  
Alternate Education Secretary  
Athletic Director Secretary  
Elementary School Principal's Secretary  
Grade Principal's Secretary  
High School Building Operations Principal's Secretary  
High School Counselor's Secretary  
High School Principal's Secretary  
High School Registrar  
High School Secretary  
Invoice Audit Secretary  
Learning Resource Center and Technology Secretary  
Learning Resource Center Technician  
Learning Resource Center Library Secretary  
Math/Science Center Secretary  
Math/Science Center Director Secretary  
Middle School Principal's Secretary  
MYCA Secretary  
Outdoor Education Center Director Secretary/Nurse  
Payroll Secretary  
Purchasing Agent/Grant Accountant Secretary

Special Education Secretary  
 Student Activity/Accounting Secretary  
 Student Services Secretary  
 Supervisors of Elementary and Secondary Special Education Secretary  
 Transportation Secretary

- c. Clerks/Clerical Personnel: A bargaining unit person performing duties of a clerical and/or technical duty or duties of a general clerk service nature as assigned below the building level. Positions included in this category are:

District Switchboard Operator  
 Facility Management Clerk  
 Hearing and Vision Impaired Program Clerk  
 High School Attendance Clerk  
 High School Clerk  
 High School Media Center Clerk  
 Learning Resource Center Clerk  
 Middle School Counselor Clerk  
 Middle School Registration Clerk

F. Holiday Schedules:

	<u>2001-2002</u>	<u>2002-2003</u>	<u>2003-2004</u>
Independence Day	July 4, 2002	July 4, 2003	July 4, 2004
Labor Day	Mon., Sept. 3	Mon., Sept. 2	Mon., Sept. 1
Thanksgiving	Thurs./Fri. Nov. 22, 23	Thurs./Fri. Nov. 28, 29	Thurs./Fri. Nov. 27, 28
Winter Break	Mon., Tue., Wed., Thurs., Fri., Mon. Dec. 24, 25, 26 27, 28, 31 Tues., Jan. 1	Tue., Wed., Thu., Fri., Mon., Tue., Dec. 24, 25, 26 27, 30, 31 Wed., Jan. 1	Wed., Thurs, Fri. Mon., Tue., Wed. Dec. 24, 25, 26, 29, 30, 31 Thurs., Jan. 1
Good Friday	Fri., Mar. 29	Fri., Apr. 18	Fri., Apr. 9
Memorial Day	Mon., May 27	Mon., May 31	Mon., May 31

1. An employee will not receive holiday pay if absent without pay the scheduled work day preceding and/or following the holiday period.

2. An employee scheduled to work on a scheduled holiday will be given a compensatory day off with pay to be arranged by the employer and mutually agreed upon by the secretary.
3. When a scheduled holiday is observed during an employee's vacation, the holiday will not be considered a vacation day.
4. When a holiday is observed by the employer while a secretary is on allowable paid leave, the holiday will not be charged against the secretary's accumulated sick leave.

G. **Emergency Conditions on Instructional Days:** The parties agree that as state law and regulations require instructional days lost to inclement weather, fires, epidemics, health or other emergency conditions be made up, ten (10) month secretaries, excluding any Secretary assigned at the Michigan Youth Challenge Academy (MYCA), will be affected by calendar changes should these emergency conditions exist and therefore shall be subject to the following procedures:

1. Ten (10) month secretaries may or may not be required to be at work during the first two instructional days lost. This will depend upon the severity of the condition. For the first two (2) days that school is closed and secretaries are directed to report to work, ten (10) month secretaries may, with the approval of their supervisor, opt to use vacation days and/or personal leave days if they are unable to report to work as a result of the emergency condition. If school is closed for administrators on the first two (2) days, ten (10) month secretaries need not report and will suffer no loss of pay or deduction of leave days.
2. Eleven (11) and twelve (12) month and MYCA secretaries will not make up the days lost to inclement weather, fires, epidemics, health or other emergency conditions. On days that school is closed and secretaries are directed to report to work, eleven (11) and twelve (12) month secretaries may, with the approval of their supervisor, opt to use vacation days and/or personal leave days if they are unable to report to work as a result of the emergency condition. If school is closed for administrators eleven (11) and twelve (12) month secretaries need not report and will suffer no loss of pay or deduction of leave days.

H. **Calendar Length:** Ten (10) month secretaries who begin and complete a school year duty assignment with no unpaid absence shall be scheduled for and paid for 217 days.

**Article XXII**  
**Duration**

This Agreement shall be effective July 1, 2001 and continue until the 30th day of June, 2004 with the following understandings:

1. Salary increases for the 2001-2002 contract year shall be paid retroactive to July 1, 2001.
2. All language changes to the previous Agreement other than salary increases will be effective on July 1, 2002, unless otherwise agreed by the parties in writing.

For the Battle Creek Board of Education

For BCES/SCUBA/MEA/NEA

---

Larry D. Yarger  
Assistant Superintendent of Human Resources

---

Lynne Thompson, BCES President

---

Ron Amy, MEA Uniserv Director

LETTER OF TENTATIVE AGREEMENT

Between

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF BATTLE CREEK

And

BATTLE CREEK EDUCATIONIAL SECRETARIES/SCUBA-MEA-NEA

The parties tentatively agree to a successor Collective Bargaining Agreement. The tentative Agreement shall be presented for ratification as follows:

1. Article XXIII of the Master Agreement shall reflect a 3 year duration beginning July 1, 2001 and ending June 30, 2004.
2. The Master Agreement shall contain all language changes as tentatively agreed to by the parties during the current collaborative bargaining process including this Letter of Tentative Agreement. All tentatively agreed to language changes will be effective on July 1, 2002, unless otherwise agreed by the parties in writing.
3. Effective July 1, 2001, the 2001-2002 salary and hourly wage amounts shall be retroactively increased by 3.25% over the 2000-2001 salary and hourly wage amounts. Retroactive pay for the 2001-2002 school year earnings will be issued to bargaining unit employees of record on the date of ratification by the Board of Education and retirees whose effective dates of retirement were from July 1, 2001 to the Board's date of ratification.
4. The parties tentatively agree to immediately reopen the 2002-2003 Master Agreement and to continue to use the collaborative bargaining process to bargain over salary and fringe benefits for the 2002-2003 and 2003-2004 school years.

\_\_\_\_\_  
FOR THE BOARD

\_\_\_\_\_  
FOR THE ASSOCIATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

LETTER OF AGREEMENT  
Between  
BATTLE CREEK PUBLIC SCHOOLS  
and  
SCUBA/BCES/MEA/NEA

It is the mutual goal of the District and the Association to increase the training and skill level of the BCPS secretarial staff and to provide employee development plans for each secretary to help achieve that mutual goal.

The parties agree to pilot the District's Employee Development Plan procedures which include the following items:

- Update job descriptions for secretaries
- Identification of entry level skills needed for each secretarial position
- Assessment of each secretary's skill level
- Educational Development Plan for each secretary to address which includes:
  1. Skills and knowledge necessary to be successful in current position;
  2. Skills and knowledge for advance placement (optional);
  3. Training for items one and two; and
  4. Assessment and certification of skills and knowledge.
- Mutually develop a performance evaluation process
- Mutually develop a tuition reimbursement plan

A committee made up of three secretary representatives and three administrative representatives will assist the Board with planning, implementing and evaluating the EDP process.

\_\_\_\_\_  
FOR THE BOARD

\_\_\_\_\_  
FOR THE ASSOCIATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

LETTER OF AGREEMENT  
Among  
SCUBA/BCES/MEA/NEA  
and the  
BATTLE CREEK PUBLIC SCHOOLS  
and  
Kathleen Baldwin

It is agreed that Kathleen Baldwin's start time is adjusted from 7:00 a.m. to 6:00 a.m. Kathleen's first half hour (6:00 a.m. to 6:30 a.m.) may be spent at home to respond to phone calls regarding absences and replacements. Her adjusted hours will be from 6:00 a.m. to 6:30 a.m. at home and from 7:00 a.m. to 3:30 p.m. at the office.

It is further agreed that this arrangement can be adjusted if the need changes or if the Director of Buildings and Grounds or designee deems it necessary. If the change is not within contract language, a Conference Committee meeting will be called to discuss the matter.

\_\_\_\_\_  
FOR THE BOARD

\_\_\_\_\_  
FOR THE ASSOCIATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
KATHLEEN BALDWIN

\_\_\_\_\_  
Date

LETTER OF AGREEMENT  
Among  
BATTLE CREEK PUBLIC SCHOOLS  
And  
SCUBA/BCES/MEA/NEA  
And  
Margaret Randall

The parties agree to assign/award Margaret Randall the 30 hours per week program/facility LRC secretary position and the 20 hours per week W.K. Kellogg Junior High School clerk/clerical position. This award/bid will be effective July 1, 2000.

The conditions of this bid award are as follows:

1. The work schedule of the 30 hours per week LRC Program Facility Secretarial position will be reduced by 10 hours per week during the school year (August-June). The hours will be increased to forty hours per week during the summer months.
2. Margaret's work assignment will also include a 20 hours per week clerk/clerical position at W.K. Kellogg Junior High school for 217 days per year.
3. The appropriate building or program administrator shall determine the job duties and work schedules for each of the positions.
4. Margaret's compensation for each of the two part-time positions will be based upon current contract language and she will be eligible to receive the benefits afforded a 40-hour employee.
5. This letter of agreement expires when Margaret retires, resigns, or is awarded a different position.
6. This Letter of Agreement does not establish a full-time bargaining unit position as constituted in #1 and #2 above and does not set precedent between the parties for future placements due to positions being eliminated by the District.

\_\_\_\_\_  
FOR THE BOARD

\_\_\_\_\_  
FOR THE ASSOCIATION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MARGARET RANDALL

\_\_\_\_\_  
DATE



**10-Month Secretaries  
2001-2002  
Calendar**

<u>Month</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>Work Days</u>	<u>Holidays</u>	<u>Cumulative Totals</u>
2001								
August	13	14	15	16	17	5	0	5
	20	21	22	23	24	10	0	10
	27	28	29	30	31	15	0	15
September	H	4	5	6	7	19	1	20
	10	11	12	13	14	24	0	25
	17	18	19	20	21	29	0	30
	24	25	26	27	28	34	0	35
October	1	2	3	4	5	39	0	40
	8	9	10	11	12	44	0	45
	15	16	17	18	19	49	0	50
	22	23	24	25	26	54	0	55
	29	30	31			57	0	58
November				1	2	59	0	60
	5	6	7	8	9	64	0	65
	12	13	14	15	16	69	0	70
	19	20	21	H	H	72	2	75
	26	27	28	29	30	77	0	80
December	3	4	5	6	7	82	0	85
	10	11	12	13	14	87	0	90
	17	18	19	20	21	92	0	95
	H	H	H	H	H	92	5	100
	H					92	1	101
2002								
January		H	2	3	4	95	1	105
	7	8	9	10	11	100	0	110
	14	15	16	17	18	105	0	115
	21	22	23	24	25	110	0	120
	28	29	30	31		114	0	124

<u>Month</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>Work Days</u>	<u>Holidays</u>	<u>Cumulative Totals</u>	
2002									
February					1	115	0	125	
	4	5	6	7	8	120	0	130	
	11	12	13	14	15	125	0	135	
	18	19	20	21	22	130	0	140	
	25	26	27	28		134	0	144	
March					1	135	0	145	
	4	5	6	7	8	140	0	150	
	11	12	13	14	15	145	0	155	
	18	19	20	21	22	150	0	160	
	25	26	27	28	H	154	1	165	
April	1	2	3	4	5	159	0	170	
	8	9	10	11	12	164	0	175	
	15	16	17	18	19	169	0	180	
	22	23	24	25	26	174	0	185	
	29	30				176	0	187	
May			1	2	3	179	0	190	
	6	7	8	9	10	184	0	195	
	12	14	15	16	17	189	0	200	
	20	21	22	23	24	194	0	205	
	H	28	29	30	31	198	1	210	
June	3	4	5	6	7	203	0	215	
	10	11				205	0	217	
						TOTALS	205	12	217

**10-Month Secretaries  
2002-2003  
Calendar**

<u>Month</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>Work Days</u>	<u>Holidays</u>	<u>Cumulative Totals</u>
2002								
August	12	13	14	15	16	5	0	5
	19	20	21	22	23	10	0	10
	26	27	28	29	30	15	0	15
September	H	3	4	5	6	19	1	20
	09	10	11	12	13	24	0	25
	16	17	18	19	20	29	0	30
	23	24	25	26	27	34	0	35
	30					35	0	36
October		1	2	3	4	39	0	41
	7	8	9	10	11	44	0	46
	14	15	16	17	18	49	0	51
	21	22	23	24	25	54	0	56
	28	29	30	31		58	0	60
November					1	59	0	61
	4	5	6	7	8	64	0	66
	11	12	13	14	15	69	0	71
	18	19	20	21	22	74	0	76
	25	26	27	H	H	77	2	81
December	2	3	4	5	6	82	0	86
	9	10	11	12	13	87	0	91
	16	17	18	19	20	92	0	96
	23	H	H	H	H	93	4	101
	H	H				93	2	103
2003								
January			H	2	3	95	1	104
	6	7	8	9	10	100	0	111
	13	14	15	16	17	105	0	116
	20	21	22	23	24	110	0	121
	27	28	29	30	31	115	0	126

<u>Month</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>Work Days</u>	<u>Holidays</u>	<u>Cumulative Totals</u>
2003								
February	3	4	5	6	7	120	0	131
	10	11	12	13	14	125	0	136
	*17	18	19	20	21	130	0	141
	24	25	26	27	28	135	0	146
March	3	4	5	6	7	140	0	151
	10	11	12	13	14	145	0	156
	17	18	19	20	21	150	0	161
	24	25	26	27	28	155	0	166
	31					156	0	167
April		1	2	3	4	160	0	171
	7	8	9	10	11	165	0	176
	14	15	16	17	H	169	1	181
	21	22	23	24	25	174	0	186
	28	29	30			177	0	189
May				1	2	179	0	191
	5	6	7	8	9	184	0	196
	12	13	14	15	16	189	0	201
	19	20	21	22	23	194	0	206
	H	27	28	29	30	198	1	211
June	2	3	4	5	6	203	0	216
	9	10	0	0	0	205		217
TOTALS						205	12	217

\*February 17, 2003 Professional Development Day

**10-Month Secretaries  
2003-2004  
Calendar**

<u>Month</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>Work Days</u>	<u>Holidays</u>	<u>Cumulative Totals</u>
2003								
August	11	12	13	14	15	5	0	5
	18	19	20	21	22	10	0	10
	25	26	27	28	29	15	0	15
September	H	2	3	4	5	19	1	20
	08	09	10	11	12	24	0	25
	15	16	17	18	19	29	0	30
	22	23	24	25	26	34	0	35
	29	30				36	0	37
October			1	2	3	39	0	40
	6	7	8	09	10	44	0	45
	13	14	15	16	17	49	0	50
	20	21	22	23	24	54	0	55
	27	28	29	30	31	59	0	60
November	3	4	5	6	7	64	0	65
	10	11	12	13	14	69	0	70
	17	18	19	20	21	74	0	75
	24	25	26	H	H	77	2	80
December	1	2	3	4	5	82	0	85
	8	9	10	11	12	87	0	90
	15	16	17	18	19	92	0	95
	22	23	H	H	H	94	3	100
	H	H	H			94	3	103
2004								
January				H	2	95	1	105
	5	6	7	8	09	100	0	110
	12	13	14	15	16	105	0	115
	19	20	21	22	23	110	0	120
	26	27	28	29	30	115	0	125

<u>Month</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>Work Days</u>	<u>Holidays</u>	<u>Cumulative Totals</u>	
2004									
February	2	3	4	5	6	120	0	130	
	09	10	11	12	13	125	0	135	
	*16	17	18	19	20	130	0	140	
	23	24	25	26	27	135	0	145	
March	1	2	3	4	5	140	0	150	
	08	09	10	11	12	145	0	155	
	15	16	17	18	19	150	0	160	
	22	23	24	25	26	155	0	165	
	29	30	31			158		168	
April				1	2	160	0	170	
	5	6	7	8	H	164	1	175	
	12	13	14	15	16	169	0	180	
	19	20	21	22	23	174	0	185	
	26	27	28	29	30	179	0	190	
May	3	4	5	6	7	184	0	195	
	10	11	12	13	14	189	0	200	
	17	18	19	20	21	194	0	205	
	24	25	26	27	28	199	0	210	
	H					199	1	211	
June		1	2	3	4	203	0	215	
	7	8				205	0	217	
						TOTALS	205	12	217

\*District-wide Professional Development Day

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LETTER OF AGREEMENT  
 Among  
 BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF BATTLE CREEK  
 And  
 BATTLE CREEK EDUCATION ASSOCIATION/MEA-NEA  
 And  
 BATTLE CREEK EDUCATIONAL SECRETARIES/MEA-NEA  
 And  
 BATTLE CREEK EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION-MEA-NEA  
 And  
 BATTLE CREEK PARAPROFESSIONAL ASSOCIATION/MEA-NEA  
 And  
 BATTLE CREEK TRANSPORTATION ASSOCIATION/MEA-NEA  
 And  
 CALHOUN AREA TECHNOLOGY CENTER EDUCATION ASSOCIATION-MEA-NEA

- A. The Economic Collaborative Bargaining Team for all of the parties has agreed to the following 2005-2006 salary and insurance provisions for all bargaining units.
- 1) The District shall pay all salary schedule step increases and the total health care insurance premiums except for full-time employee contributions presently paid according to existing contract language (MESSA - \$804/yr./ MEBS - \$744/yr.). It is understood that bus drivers and other part-time bargaining unit members will continue to pay for a portion of their insurance premiums due to existing contract language and said employees will not be required to pay the above contribution.
  - 2) Effective 07-01-05 all 2004-2005 salary schedules shall be increased by 1%.
  - 3) After the ratification of this agreement by the parties, bargaining unit members enrolled in MESSA Super Care 1 shall be enrolled in MESSA Choices II effective November 1, 2005.
  - 4) After the ratification of this agreement by the parties, bargaining unit members enrolled in MESSA shall be enrolled in the new MESSA \$10/\$20 prescription program and bargaining unit members enrolled in MEBS shall be enrolled in a MEBS \$10/\$20 prescription program effective December 1, 2005. The MEBS prescription program will mirror the MESSA \$10/\$20 prescription program as much as possible.
- B. The parties agree to extend the current collective bargaining agreements for a period of two (2) years (July 1, 2005 through June 30, 2007). All language in the current collective bargaining agreements and all unexpired letters of agreement shall remain unaltered and in effect unless modified by this letter of agreement or subsequent collaborative bargaining.
- C. The parties agree to commence collaborative bargaining by individual bargaining units over non-economic language issues for 2005-2006 and hold discussions of cost neutral solutions for calendars and health insurance immediately after this letter of agreement is ratified. The parties agree to commence collaborative bargaining over health insurance and salary for the 2006-2007 fiscal year prior to March of 2006.
- D. Due to the ongoing economic crisis the parties agree to reconvene the Budget and Resource Advisory Committee to seek and recommend cost saving measures to the Board of Education.

Larry J. Jones 14 Sept. 2005  
 For the District Date

Terrence J. Smith 14 Sept 2005  
 For the BCEA Date

Linda D. Brunson 9/14/05  
 For the BCES Date

J. St. H. 9/14/05  
 For the BCESPA Date

Deane K. Bayfield 9/14/05  
 For the BCPA Date

Paul Chantenne 9/14/05  
 For the BCTA Date

Mark Gotthey 9-14-05  
 For the CATCEA Date

LETTER OF AGREEMENT

Between

BATTLE CREEK PUBLIC SCHOOLS

And

BATTLE CREEK PARAPROFESSIONAL ASSOCIATION-MEA-NEA

The parties agree to modify Section E. of Article XV – Miscellaneous of the current Collective Bargaining Agreement by inserting the following bold language.

- E. Professional Development/Tuition: Professional Development may be conducted at the time of district Professional Development for teachers. It is understood that those paraprofessionals required to attend Professional Development activities shall receive regular pay for the attendance.

Paraprofessionals may be required or invited to attend other planned activities at times other than the District Professional Development.

Bargaining unit members attending Professional Development on a voluntary basis, and as approved by the Administration, shall receive a \$42.00/day stipend based on seven (7) hours/day of training.

The Board agrees to reimburse an employee for tuition expenses for accredited classes successfully completed, providing the class has been approved in advance by the office of the Superintendent or designee.

**ECE Paraprofessionals shall receive their regular pay for each hour of Professional Development training they attend that is required work hours to renew their CDA certification. The Employer must be informed prior to the ECE paraprofessional attending such training. It is understood that only time spent in training outside work hours qualifies for pay.**

\_\_\_\_\_  
FOR THE BOARD

\_\_\_\_\_  
FOR THE ASSOCIATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

BCES TENTATIVE AGREEMENT  
5-18-07

5/25/07 *[Handwritten signatures]*  
*[Handwritten signatures]*  
*[Handwritten signatures]*  
*[Handwritten signatures]*  
*[Handwritten signatures]*  
*[Handwritten signatures]*  
*[Handwritten signatures]*  
 Dick TASSAS

2006-2007:

- 1) Effective 7-1-06 1% increase on all salary steps
- 2) Effective 7-1-06 Step Increases Paid
- 3) 06-07 premium contributions remain unchanged from 05-06
- 4) Effective upon ratification by the parties any secretary working on a non-student day with their supervisor's approval may flex their workday schedule by working during their afternoon break and being released from work fifteen (15) minutes early.

2007-2008:

- 1) Effective 7-1-07 1% increase on all salary steps
- 2) Effective 7-1-07 Step Increases Paid
- 3) Effective 7-1-07 all secretaries enrolled in health insurance shall be enrolled in Choices II and premium contributions remain unchanged from 2006-2007 Choices II amount. Cost Neutral Increase in PAK B. Effective 7-1-08, any 2008-2009 health insurance premium cost increase or decrease will be shared equally by the members and the district.
- 4) Effective 7-1-07 any secretary may elect to have between one (1) to five vacation days paid in lieu of taking the vacation days. The request to be paid in lieu of taking the vacation days must be submitted to Human Resources at least thirty (30) calendar days prior to the secretary's anniversary date. The pay for the vacation days shall be issued on the first payroll date after the anniversary date or last workday of the fiscal year.
- 5) Effective 7-1-07 a longevity schedule shall be implemented as follows:
  - a. 10 to 14 years of service within the bargaining unit from the last date of hire - payment of \$100
  - b. 15 to 20 years of service within the bargaining unit from the last date of hire - payment of \$200
  - c. 21 plus years of service within the bargaining unit from the last date of hire - payment of \$300

Secretaries who qualify for the above stipends during any fiscal year will be issued the stipend on the last payroll date in June each year. The above amounts shall be reduced on a prorata basis if the employee is on unpaid leave or layoff during the current fiscal year for more than ninety (90) workdays.
- 6) Effective 7-1-07 the eleven (11) month secretary's work calendar shall contain two hundred thirty-eight (238) days or two hundred thirty-nine (239) days during a leap year.