

AGREEMENT

between

ELKTON-PIGEON-BAY PORT LAKER SCHOOLS

BOARD OF EDUCATION

and

SECRETARIAL ASSOCIATION

7/1/2006-6/30/2009

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**ARTICLE I
AGREEMENT**

between

ELKTON-PIGEON-BAY PORT LAKER SCHOOLS
Hereinafter referred to as the "Board"

and

ELKTON-PIGEON-BAY PORT LAKER SECRETARIAL ASSOCIATION
hereinafter referred to as the "Association"

**ARTICLE II
PURPOSE**

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Elkton-Pigeon-Bay Port Laker Schools and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

**ARTICLE III
NON-DISCRIMINATION**

The Employer and the Association both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, sex, creed, color, religion or national origin.

**ARTICLE IV
ASSOCIATION RECOGNITION**

The Board hereby recognizes the Association as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment.

**ARTICLE V
NEW JOBS**

- A. When new jobs or revised job duties are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question and he shall designate the classification and pay rate as temporary. The Employer shall notify the Association in writing of any such temporary job which has been placed into effect upon the institution of such job.
- B. The rate of pay for a new classification shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Association. During this thirty (30) calendar day time period, but not hereafter during the life of this Agreement, the Association may request, in writing, the Employer to negotiate the pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the classification, except as otherwise mutually agreed. When the classification has been assigned a permanent rate of pay, the new classification shall be added to and become a permanent part of this Agreement.

ARTICLE VI JURISDICTION

- A. Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency.
- B. Students assigned to work in offices may do so and are not covered by the terms of this contract. Also, there may be certain specific special events when volunteers and/or paid personnel are doing work which overlaps the secretarial function. These individuals on these special occasions are also excluded from the terms of this contract.
- C. Beginning with the 2003-2004 contract this association includes the following secretarial positions: elementary, junior high, high school, high school guidance, transportation, and any new hired secretarial positions.

ARTICLE VII CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Association nor to discriminate against any of its members nor shall it result in the reduction of the present work force as outlined in Schedule A.

ARTICLE VIII DISCIPLINE/DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Association. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or disciplinary action are the following: drunkenness, dishonesty, insubordination or willful violation of established rules.

ARTICLE IX GRIEVANCE PROCEDURE

Definition:

- A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the specific express terms of this Agreement.
- B. If an employee seeks redress in any other form, other than the grievance procedure incorporated into this Agreement, said employee forfeits the right to file a grievance or continuance of a grievance already in the procedure.
- C. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.
- D. The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.
- E. Any employee or Association grievance which is not presented for disposition through the grievance procedure, in writing, within five (5) working days of the date that it is reasonable to assume that the employee or the Association, as the case may be, first became aware of the conditions giving rise to the grievance, the grievance shall not hereafter be considered a grievance under this Agreement.
- F. Any grievance which is not appealed within the specified time limits set forth in that step level of the grievance procedure, shall be considered settled on the basis of the decision rendered at the previous step level of the grievance procedure. In the event that an answer to a grievance is not given within the specified time limits of that step level of the grievance procedure, the appealing party may appeal the grievance to the next step of the grievance procedure.
- G. All grievances will be submitted using the Grievance Form set forth in this Agreement.

PROCEDURE

Step One

- A. Any employee having a grievance shall discuss the grievance with their Building Principal/Supervisor, and then if the grievance is not settled orally with the Building Principal/Supervisor, the employee may request a meeting with the Association Representative.
- B. The Association then may submit the grievance in writing to the Building Principal/Supervisor, stating the remedy or correction requested, plus the facts upon which the grievance is based, and the alleged contract violation, and the relief requested. The secretary and the Association Representative shall sign the grievance.

Step Two

- A. The Association Representative shall meet with the Building Principal/Supervisor within five (5) days of its written submission to the Building Principal/Supervisor.
- B. The Building Principal/Supervisor shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the Association Representative.

Step Three

- A. Any appeal of a decision rendered by the Building Principal/Supervisor shall be presented in writing within five (5) working days from Step Two (b) above, to the Superintendent, stating the reason or reasons why the decision of the Building Principal/Supervisor was not satisfactory.
- B. The Association Representative shall meet with Superintendent along with the grievant to discuss the grievance within five (5) working days of its written submission to the Superintendent.
- C. The Superintendent shall give a decision in writing, relative to the grievance, within five (5) working days of the meeting with the Association Representative.

Step Four

- A. In the event that the appealing party is not satisfied with the disposition of the grievance by the Superintendent, then within fifteen (15) calendar days from the date of receipt of the answer given by the Superintendent, the grievance may be submitted to the Board of Education. Written notice of the intent to process the grievance shall be served on the Secretary of the Board of Education.
Within fifteen (15) days of receipt, a Board of Education committee shall meet with the Association on the grievance and shall indicate its disposition of the grievance in writing within five (5) calendar days of such a meeting.
- B. Neither party shall be permitted to present in the hearing any evidence, either written or oral, that had not been disclosed to the other party in any of previous step levels of the grievance procedure.

ARTICLE X SENIORITY

- A. Employees shall be regarded as probationary employees for the first six (6) calendar months of active employment. Laid off or discharged probationary employees shall not have recourse to the terms of this Agreement.
- B. Upon completion of the probationary period, the employee's seniority date shall be retroactive to his/her date of hire as a member of this unit. Birth date (month, day, and year) will be the determining factor if two or more hire dates are the same.
- C. Part-time employees shall be laid off first. Thereafter, employees shall be laid off and recalled according to their seniority. An employee on scheduled layoff shall have the right to displace the least senior employee with comparable hours provided the employee scheduled for layoff has more seniority and is qualified to hold the position held by the least seniority employee with comparable hours. The least senior employee displaced by this process will then displace the least senior employee regardless of hours.

- D. An employee will lose his/her seniority for the following reasons:
 - 1. The employee resigns.
 - 2. The employee is discharged for cause and not reinstated through the grievance procedure.
 - 3. The employee retires or is retired.
 - 4. The employee is absent three (3) working days without proper cause and notification.
 - 5. The employee fails to report to work when recalled (recall will provide for five (5) days after receipt of notice.)
- E. Seniority shall continue to accumulate for an employee who is transferred to a supervisory position.

**ARTICLE XI
ASSOCIATION REPRESENTATIVES**

- A. Employees will be represented by one Association Representative or designated Assistant Steward, whose identities shall be made known to the Employer.
- B. The steward during his/her working hours, without loss of time or pay, may investigate and present grievances to the Employer, after permission has been received from his/her supervisors, which permission shall not be unreasonably withheld. This privilege shall not be abused.
- C. The steward, upon request, shall be supplied the following information about a new hire: name, address, classification and job location.
- D. When the Employer requests negotiations take place during working hours, the Association Representative may attend without loss of pay.
- E. During his/her term of office, the Association Representative shall be deemed to head the seniority list for the purpose of shift preference, layoff and recall only; provided he/she is qualified to do the required work. Upon termination of his/her term, he/she shall be returned to his/her regular seniority status.

**ARTICLE XII
HOURS AND WORK WEEK**

Section 1

- A. The regularly scheduled work week shall consist of forty (40) hours, beginning at 12:01 a.m. Monday and ending one hundred twenty (120) hours thereafter. Secretaries will not be required to punch a time clock at any time.
- B. The normal work day shall be eight (8) consecutive hours, which shall include a duty-free, one-half (1/2) hour paid lunch period. Full-time secretaries and clerks shall be granted two (2) fifteen (15) minute breaks daily, one to be scheduled during the first half of the day and the second during the second half of the working day. Building Principals with more than one secretary must schedule secretarial breaks so the building always has office coverage during the full work day.
- C. Hours and duties will be determined by the Administration at the time of hire.

**ARTICLE XIII
CLASSIFICATION AND COMPENSATION**

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth in the secretarial salary contract agreements.

- A. The Employer may grant experience credit to a new employee up to the "2nd" step. New employees hired into the Secretarial Unit who are employed with the school district in another employment category start at the step equal to or greater than his/her wage at the point of transfer. If the wage step rate is greater, he/she will stay at prior category wage until the beginning of the next school year, at which time the hourly rate would match the job description salary contract amount.

- B. Within the first 10 days worked each year, each secretary and his/her Building Principal/supervisor, shall complete a salary calculation sheet listing the number of regular hours to be worked, extra hours to be worked, and summer hours to be worked. Each secretary in this association shall have the opportunity to work at least, and be paid for, 20 hours in the summer. Preliminary calculation sheets shall be submitted to the Superintendent within the ten (10) day period.
- C. The secretarial work year shall consist of: 12 days before teacher first work day, teacher work days, 12 days after ending teacher work day.
- D. Secretarial pay will be based upon the hourly rate times number of scheduled days in the work year, plus pay for vacation work and evening and Saturday work, as agreed to in the salary calculation sheets, plus nine (9) holidays. The Secretarial number of pay option will be the same as per the teacher's contract.
- E. Longevity: The annual amount of longevity pay will be paid by contract with equal bi-weekly payments over the same number of pays as the secretary's regular salary contract.
 - 1. Employees hired prior to 7/1/98: longevity will be paid at \$30 per year for years 1-10 and \$50 per year for years of service over ten (10). Effective 7/1/2003, additional years of service will be calculated at \$75 per year.
 - 2. For all employees hired between 7/1/2004 and 7/1/2006: after ten years of service, longevity will be paid at \$50 per year for the first ten (10) years of service, and \$75 per year for years of service over ten (10).
 - 3. The longevity schedule only applies to those employees listed as of June 30, 2006.

**ARTICLE XIV
VACANCIES AND TRANSFERS**

- A. Whenever a vacancy in any secretarial or clerical position in the District shall occur, the Administration will inform each presently employed secretary of such vacancy. No vacancy shall be filled, except in case of an emergency on a temporary basis, until such vacancy shall have been made known for a minimum of five (5) working days.
- B. Any secretary may apply for such a vacancy. If ability and qualifications are equal, the most senior applicant will be selected.
- C. Transfer Requests:
 - 1. Request for transfers by members of the Association will be made in writing to their administrator with a copy provided to the Superintendent and Association Representative. All such requests shall be answered in writing as soon as a decision has been passed.
 - 2. Prior to involuntary transfers being affected, the reasons for such transfers shall be discussed between the secretary and Administration. Involuntary transfers will be made only in case of emergency to prevent undue disruption or dissension. The Superintendent shall notify the secretary affected and the Association Representative. If the secretary objects to such a transfer for the reasons given, the dispute can be resolved through the grievance procedure. Temporary shall not exceed ninety (90) days. Temporary may be extended by mutual agreement between the Association and the Employer.

**ARTICLE XV
PAID SICK LEAVE**

- A. Ten (10) sick leave days shall be granted annually to secretarial and clerical employees of the Board at the beginning of each school year. Sick days will be recorded as hours (one day equals eight hours).
- B. First-year employees shall come under the following exceptions to the preceding provisions:
 - 1. First year employees must work at least one (1) month to be credited with any leave days.
 - 2. First year employees shall be eligible for and may use sick leave at the rate of half of the annual leave allowance during the first half of their year of employment, and the remainder of the year's allowance during the second half of the year.
- C. Employees working less than half-time shall not be eligible for sick leave. Employees working more than half time shall receive a pro rata share.

- D. Unused sick leave will be accumulative to one hundred (100) days. The Board of Education shall buy back unused sick days over the one hundred (100) day maximum at the end of each year at the rate of Thirty-five (\$35.00) Dollars per eight hours. For all employees hired after 7/1/98, the rate will be Twenty-five (\$25.00) Dollars per eight hours. The payoff shall be made no later than June 30th each school year.
- E. Each employee on less than fifty-two (52) week basis other than first year employees shall be allowed to use sick leave days for personal illness as of the first day of his/her employment year even though he/she is not able to report for duty on the first day of his/her employment year.
- F. The Building Principal may request a doctor's certificate from an employee who used illness as an excuse for absence.
- G. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by city, county or state health authorities, will be rescheduled if it is necessary to do so in order to meet the minimum number of days of student instruction required by state law, rule or regulations or to receive full state aid. Secretaries will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation. The parties agree to meet in an effort to mutually agree on the dates when make up days should be rescheduled. In the event they are unable to agree, the days will be added to the week days at the end of the calendar set forth.
 - 1. Secretaries may use up to two (2) sick days for make up days which are rescheduled.
 - 2. It is understood that in the event that the rescheduling of the days at the end of the school year interferes with a secretary's scheduled return to school to upgrade his/her skills, the secretary may:
 - a. Use his/her personal leave;
 - b. Use his/her sick leave; or
 - c. Apply for unpaid leave time.
 - 3. Should the provisions of the state law be rescinded, the above provisions shall be considered null and void, and the provisions and practices in existence prior to this Agreement shall be reinstated to the extent permitted by law.
- H. The Board of Education shall buy back the first fifty (50) unused sick days (of the accumulated 100 sick days) from any bargaining unit member upon notification of retirement of said bargaining unit member under MPERS (Michigan Public School Employee Retirement System). The buy back rate shall be \$35 per eight hours. For all employees hired after 7/1/98, the rate shall be \$25 per 8 hours.

ARTICLE XVI PAID LEAVES OF ABSENCE

Section 1

- A. At the beginning of each school year, each secretary with seniority will be credited with two (2) days to be used for personal business which cannot be handled outside work time. The request is subject to the approval of the Building Principal/Supervisor. Personal days will be recorded as hours (one day equals eight hours).
- B. Unused personal days will be paid off at the rate of seventy five (75%) percent of normal daily rate by June 30th, and the day is no longer available to the secretary.

Section 2

Employees may use up to three (3) sick days in the event of a death in the immediate family. The immediate family shall be defined as the employee's spouse, parent, child, brother, sister, and the following in-laws: father, mother, son, daughter, brother, sister; grandchildren or grandparent.

Section 3

In the event of a serious illness to the members of the immediate family, as defined above, which requires the attention of the employee, a total of five (5) days per year of sick leave may be used.

Section 4

- A. When an employee is called for jury service, he/she shall give his/her Building Principal/Supervisor proper written notice. The employee will receive his/her normal pay. It is the responsibility of the employee to collect for his/her services and reimburse the Employer. Court documentation of payment must be submitted with the reimbursement.
- B. When an employee is subpoenaed by the Board to serve as a witness in a court action on behalf of the Board, there shall be no loss of pay.

ARTICLE XVII UNPAID LEAVES OF ABSENCE

Unpaid leaves of absence will be considered only after all available paid leave has been exhausted.

- A. An employee who, because of illness or accident which is non-acceptable under the Worker's Compensation Law, is physically unable to report for work and has exhausted any means of compensation from the Employer, shall be granted a leave of absence not to exceed one (1) year; extensions may be granted at the discretion of the Employer. In order to have an extension considered, the employee must present satisfactory medical verification at the time of the request and when requested thereafter. Prior to return to work, a written medical release is required.
- B. Leave of absence shall be granted for up to one (1) year for training related to an employee's regular duties in an approved educational institution.
- C. A seniority employee shall be granted a pregnancy leave of absence, provided the employee shall notify the Employer of the pregnancy. The Employer then may request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties. When the medical verification of the physician will not allow the employee to continue in her normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy. An employee shall be expected to return to work three (3) months after delivery, unless a doctor's statement is furnished establishing the fact that she is not able to return to work at that time.
- D. The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of Federal, State or Local law granting such rights.
- E. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- F. All reasons for leaves of absence shall be in writing, stating the reason for the request, to be maintained by the Employer, a copy furnished to the employee and a copy sent to the Association.
- G. An employee who meets all the requirements as hereinbefore specified shall be granted a leave of absence without pay and s/he shall accumulate seniority during his/her leave of absence and s/he shall be entitled to resume his/her regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when deemed beneficial to the Employer and the employee.

ARTICLE XVIII HOLIDAY PAY

- A. The following nine (9) days shall be considered as paid holidays for seniority employees: Labor Day, Thanksgiving Day + Friday, Christmas + One Day, New Year's Day, Good Friday, One Day—Spring Break, Memorial Day.
- B. An employee off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.
- C. An employee must be in pay status (working or paid leave) the work day immediately before and the work day immediately following a paid holiday in order to qualify for holiday pay.
- D. If an employee is required to work on one of the above designated holidays, he/she shall receive time and one-half (1 1/2) for all hours worked plus holiday pay.

**ARTICLE XIX
INSURANCE PROTECTION**

- A. Eligible employees covered by this contract shall be provided full family health insurance protection as provided by the Board of Education for the majority of other school employees. Beginning with the 2003-2004 contract, any employee who elects to not take full family health insurance will be given a tax sheltered annuity as per the teacher plan. Payment will be retroactive to the beginning of this contract.
- B. Eligible employees covered by this contract shall be provided full family dental care protection as provided by the Board of Education for the majority of other school employees.
- C. The Board of Education will provide without cost to the member, group life insurance protection as provided by the Board of Education for the majority of other school employees.
- D. Eligible employees covered by this contract shall be provided full family vision care protection as provided by the Board of Education for the majority of other school employees.
- E. The Board will provide long term disability insurance as provided by the Board of Education for the majority of other school employees.
- F. All allowable benefits which are provided under this Article shall be paid by the Board each month for each employee on the active payroll including the months of June, July and August.
- G. It is hereby agreed between the parties that in the event that an employee works less than forty (40) hours per week and is covered by this Agreement, the employee will be entitled to a pro rata portion of all of the benefits as provided for under this Agreement.
- H. The payment of fringe benefits shall cease following the exhaustion of all paid leave as per the payment of fringe benefits for the majority of other school employees.

**ARTICLE XX
GENERAL**

Section 1—Resignation

- A. Any employee desiring to resign shall file a letter of resignation with the Superintendent at least ten (10) working days prior to the effective date of such resignation.
- B. Any employee who resigns from his/her position in the manner herein described shall maintain his/her rights to any benefits which are payable upon separation and all insurance premiums which are paid by the Board shall terminate as of his/her resignation date.

Section 2—Evaluation

Each secretary shall be evaluated a minimum of once per year by the Building Principal/Supervisor.

Section 3—Pension

The Board agrees to pay the legally required contribution to the Michigan Public School Employees Retirement Fund on the gross wages for each employee covered by this Agreement.

Section 4—Deductions

The Board agrees to make available to the employees covered by this Agreement any payroll deduction services which are available through the School District such as Savings Bonds, Credit Association, etc. if a minimum of five (5) employees subscribe to the same carrier.

Section 5—Continuing Education

The Board agrees to pay the expenses, according to district conference attendance policies, for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other related professional growth activity of a nature specifically designed to provide on-the-job related improvement, as approved by the employee's Building Principal/Supervisor.

Section 6—Physical Examinations

The Board agrees to pay all costs not covered by health insurance of any physical examinations or TB tests by the Board's selected physician which are required by the Board for any employees who are covered by this Agreement.

Section 7—Mileage

An employee who is required to use his/her own transportation for carrying out job responsibilities for the Board shall be reimbursed for mileage at the regular rate and procedure as established by Board policy.

Section 8—Paychecks

The Board agrees to distribute paychecks to the employees covered by this Agreement according to district payroll policies.

**ARTICLE XXI
RIGHTS OF THE BOARD**

- A. The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the School District to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.
- B. Nothing contained here should be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education, except as agreed upon in this Agreement.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of applications shall continue in full force and effect.

**ARTICLE XXII
SCOPE OF AGREEMENT**

Section 1

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board, unless executed in writing between the parties hereto and the same has been ratified by the Association.

Section 2

If any Article or Section of this Agreement or supplement thereto should be held invalid by operation of law or by any competent jurisdiction or tribunal, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE XXIII
TERMINATION AND MODIFICATION**

- A. The effective date of this Agreement is the date on which both parties ratify and sign the Agreement.

SCHEDULE "A"
Hourly Rate Schedule

STEP	DESCRIPTION	2006-2007	2007-2008	2008-2009
1	First Year	8.49	8.62	8.75
2	1 Full Year, less than 3 Full Years	10.07	10.22	10.37
3	3 Full Years, less than 6 Full Years	11.65	11.82	12.00
4	6 Full Years, less than 10 Full Years	13.23	13.43	13.63
5	10 Full Years	14.93	15.15	15.38
6	Secretaries Hired prior to 7/1/98	15.01	15.24	15.47

Education Rate Enhancement for Employees hired after 7/1/98:

2 year degree = 10¢/hour

4 year degree = 20¢/hour

SCHEDULE "B"
Step Placement

STEP	2006-2007	2007-2008	2008-2009
1	X	X	X
2	Foltz	X	X
3	X	Foltz	Foltz
4	X	X	X
5	X	X	X
6	Damm Esch Herzog Richmond	Damm Esch Herzog Richmond	Damm Esch Herzog Richmond

SCHEDULE "C"
Base Wages

	2006- 2007	2007- 2008	2008- 2009
# Days	212	216	214
Total Hours @ 8 hrs/day	1,696	1,728	1,712
# Holidays Included	9	9	9

SCHEDULE "D"
Longevity

As of Anniversary Date

1-10 years @ \$30.00 per year

11+ years @ \$50.00 per year

Beginning 2003-2004

1-10 years @ \$50.00 per year

11+ years @ \$75.00 per year

SECRETARY:	2006- 2007	2007- 2008	2008- 2009
Patti Damm	\$950.00	\$1,025.00	\$1,100.00
Dee Esch	\$850.00	\$925.00	\$1,000.00
Julie Foltz	0	0	0
Deb Herzog	\$1,050.00	\$1,125.00	\$1,200.00
Gail Richmond	\$1,600.00	\$1,675.00	\$1,750.00

**TENTATIVE
SECRETARY CALENDAR
2006-2007**

August 14, 2006	Report to Work
August 30, 2006	First Teacher Work Day
August 31, 2006 & September 1&4, 2006	Labor Day Recess (9/4/06 Paid Holiday)
November 15, 2006	Non-Scheduled Day
November 23 & 24, 2006	Thanksgiving Recess (11/23/06 & 11/24/06 Paid Holidays)
December 25, 2006 - January 2, 2007	Christmas Break 12/25, 26/2006 & 1/1/07 Paid Holidays
February 19, 2007	President's Day
April 2-9, 2007	Spring Break (One Paid Holiday & Good Friday Holiday)
May 28, 2007	Memorial Day Recess (5/28/07 Paid Holiday)
June 6, 2007	Last Teacher Work Day
JUNE 22, 2007	LAST SECRETARY WORK DAY
212 DAYS	

Before School Starts	12 Days
School Year	179 Days
School Year Holidays	9 Days
After School Ends	12 Days
TOTAL	212 DAYS

**TENTATIVE
SECRETARY CALENDAR
2007-2008**

August 13, 2007	Report to Work
August 29, 2007	Professional Development Day
August 30, 2007	First Teacher Work Day
August 31 & September 3, 2007	Labor Day Recess (9/3/07 Paid Holiday)
November 15, 2007	No School
November 22 & 23, 2007	Thanksgiving Recess (11/22/07 & 11/23/07 Paid Holidays)
December 24, 2007 – January 1, 2008	Christmas Break 12/24, 25/2007 & 1/1/08 Paid Holidays
February 18, 2008	President's Day
March 21-28, 2008	Easter Break (3/25/08 Paid Holiday)
May 26, 2008	Memorial Day Recess (5/26/08 Paid Holiday)
June 6, 2008	Last Teacher Work Day
June 24, 2008	LAST SECRETARY WORK DAY
216 DAYS	

Before School Starts	12 Days*
School Year	183 Days
School Year Holidays	9 Days
After School Ends	12 Days
TOTAL	216 DAYS

**TENTATIVE
SECRETARY CALENDAR
2008-2009**

August 11, 2008	Report to Work
August 27, 2008	First Teacher Work Day
August 28 & 29, 2008	Labor Day Recess (9/1/08 Paid Holiday)
November 14, 2008	No School
November 27 & 28, 2008	Thanksgiving Recess (11/27/08 & 11/28/08 Paid Holidays)
December 22, 2008 – January 4, 2009	Christmas Break 12/25, 26/2008 & 1/1/09 Paid Holidays
February 16, 2009	President's Day
April 6 - 10, 2009	Spring/Easter Break (4/10/09 Paid Holiday)
May 25, 2009	Memorial Day Recess (5/25/09 Paid Holiday)
June 8, 2009	Last Teacher Work Day
June 24, 2009	LAST SECRETARY WORK DAY
214 DAYS	

Before School Starts	12 Days
School Year	181 Days
School Year Holidays	9 Days
After School Ends	12 Days
TOTAL	214 DAYS

GRIEVANCE FORM

ELKTON-PIGEON-BAY PORT LAKER SCHOOLS

SECRETARIAL ASSOCIATION

Step One:

- A. Any secretary having a grievance shall discuss the grievance with their building principal, and then if the grievance is not settled orally with the building principal, the secretary may request a meeting with the association representative.
- B. The Association then may submit the grievance in writing to the building principal, stating the remedy or correction requested, plus the facts upon which the grievance is based, and the alleged contract violation, and the relief requested. The secretary and the association representative shall sign the grievance.

Date Cause of Grievance Occurred _____

Statement of Grievance, including alleged contract violation _____

Relief Requested _____

Date _____ Association Representative Signature _____

Date _____ Grievant Signature _____

Step Two:

- A. The association representative shall meet with the building principal within five (5) days of its written submission to the building principal.
- B. The building principal shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the association representative.

Date Submitted to Building Principal _____

Building Principal's Decision _____

Date _____ Building Principal Signature _____

Step Three:

- A. Any appeal of a decision rendered by the building principal shall be presented in writing within five (5) working days from Step Two (b), to the Superintendent, stating the reason or reasons why the decision of the building principal was not satisfactory.
- B. The association representative shall meet with the Superintendent along with the grievant to discuss the grievance within five (5) working days of its written submission to the Superintendent. The Superintendent shall give a decision in writing, relative to the grievance, within five (5) working days of the meeting with the association representative.
- C.

Association Appeal Date _____

Appeal _____

Date _____ Association Representative Signature _____

Date _____ Grievant Signature _____

Date of Meeting with Association and Superintendent _____

Superintendent's Decision _____

Date _____ Superintendent's Signature _____

Step Four:

- A. In the event that the appealing party is not satisfied with the disposition of the grievance by the Superintendent, then within fifteen (15) calendar days from the date of receipt of the answer given by the Superintendent, the grievance may be submitted to the Board of Education. Written notice of the intent to process the grievance shall be served on the Secretary of the Board of Education.

Date of Grievance Submitted to Board of Education _____

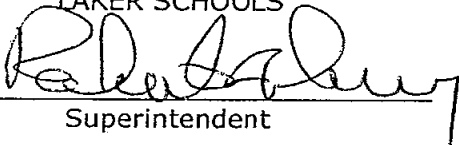
Within fifteen (15) days of receipt, a Board of Education committee shall meet with the Association on the grievance and shall indicate its disposition of the grievance in writing within five (5) calendar days of such a meeting.

Date of Meeting with Board of Education _____

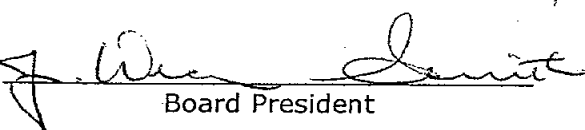
- B. Neither party shall be permitted to present in the hearing any evidence, either written or oral, that had not been disclosed to the other party in any of previous step levels of the grievance procedure.

- B. If either party desires to terminate this Agreement, it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year; thereafter, subject to notice of termination by either party on ninety (90) calendar days' written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement. If notice is not given, the contract shall renew itself for one (1) year at a time.
- D. Notice of termination or modification shall be in writing and shall be sufficient if sent to the Association, 6136 Pigeon Road, Pigeon, Michigan 48755 and if to the Board, addressed to Elkton-Pigeon-Bay Port Laker Schools, 6136 Pigeon Road, Pigeon, Michigan 48755.
- E. This Agreement shall continue in full force and effect until midnight June 30, 2009.
- F. All items contingent with teacher contract will take effect immediately upon teacher contract settlement.

ELKTON-PIGEON-BAY PORT
LAKER SCHOOLS

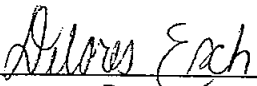


Superintendent

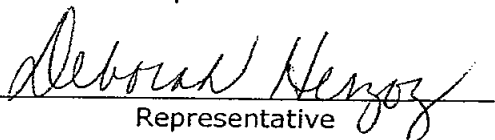


Board President

ELKTON-PIGEON-BAY PORT
LAKER SECRETARIAL ASSOCIATION



Representative



Representative