

**2006-2007**

***Master Agreement***

***Between***

***The Board of Education***

***of the***

***Van Dyke Public Schools***

***and***

***The Van Dyke Association***

***of***

***Educational Office Personnel***

50220

06 30 2007

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**TABLE OF CONTENTS**

	<b><u>Page</u></b>
ASSIGNMENTS & TRANSFERS (Article VIII)	
Change of Calendar Workyear.....	10
Elimination of Position .....	11
Involuntary Transfer.....	11
Layoffs.....	10
Vacancies/Voluntary Transfers/Testing .....	10
CALENDAR .....	26
CLASSIFICATIONS (Article XIX) .....	28
EMPLOYMENT PREREQUISITES (Article III)	
Conditions - Probationary Period.....	3
Health.....	3
Membership Fees – Dues and Deductions.....	3
Qualifications .....	3
FRINGE BENEFITS (Article XII)	
Dental Insurance.....	18
Hospitalization Insurance.....	17
Longevity.....	18
Optical Insurance.....	18
Retirement Benefits .....	17
Term Life Insurance.....	17
Workers' Compensation.....	17
GRIEVANCE PROCEDURE (Article XIV).....	20-21
HOLIDAYS (Article X).....	15
LEAVE POLICIES (Article VII)	
Absence for Educational Purposes .....	9
Bereavement Leave .....	7
Condition of Leaves .....	8
General Leave of Absence.....	9
Jury Duty .....	9
Leave of Absence Due to Ill Health or Injury.....	8
Maternity Leave .....	8
Personal/Health Days .....	7
MISCELLANEOUS PROVISIONS (Article XVI).....	23
NEGOTIATION PROCEDURES (Article XIII).....	19
OFFICE PERSONNEL HOURS (Article VI).....	6
PERFORMANCE/EVALUATION (Article IX) .....	12-13
RECOGNITION OF ASSOCIATION (Article I) .....	1
RESPONSIBILITY (Article V) .....	5
RETIREMENT (Article XI) .....	16
RIGHTS (Article II)	
Association Rights .....	2
Management Rights .....	2
SALARY SCHEDULES (Article XVIII)	
Proration Formula (10-month).....	25
Canceled Workday Provision .....	25
2006-2007 Percentage Formula/Calendar.....	26
2006-2007 Wage Schedule.....	27
SENIORITY (Article IV) .....	4
SIGNATURE PAGE.....	31
SPECIAL CONFERENCES (Article XV) .....	22
VACATIONS AND HOLIDAYS (Article X).....	14-15
WORKING CONDITIONS (Article XVII) .....	24

## FOREWARD

The Van Dyke Association of Educational Office Personnel is a reflection of maturity and acceptance of professional responsibility. This Association stimulates full professional awareness, morale, and self-respect; it brings the office personnel together to study and discuss their problems, and it develops a more efficient and professionally-minded staff. The Association elevates the standards of the educational office personnel by the exchange and pooling of information, ideas and ideals, and it tends to improve the quality of their service to the school and community.

This contract between the Board of Education and the Van Dyke Association of Educational Office Personnel has one primary purpose--to furnish a common understanding of the philosophy, policies, and planning of the Van Dyke Public Schools in regard to office personnel. Such understanding, it is hoped, will produce a uniformity of practice and a conformity of effort. The aim of this contract is to transcribe policy into practice and to secure a consensus of understanding and a uniformity of practice in specific regulations.

It is intended that the administration, as well as all office personnel, become familiar with these policies and that they will keep a copy of this guide in a convenient place for ready reference.

## AGREEMENT

This Agreement entered into this 1st day of July, 2006, by and between the Board of Education of the Van Dyke Public Schools, City of Warren, Michigan: its successors and assignees, hereinafter called the "Board" and the Van Dyke Association of Educational Office Personnel, hereinafter called the "Association."

This Agreement shall be effective as of the 1st day of July, 2006, and shall remain in full force and effect until the 30th day of June, 2007. At the end of the school year, this Agreement will be re-opened to determine the next year calendar. Either party shall notify the other, in writing, sixty days prior to the expiration date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty days prior to the expiration date.

In the event that any provisions of this Agreement shall, at any time, be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative and shall be renegotiated, however, all other provisions of this Agreement shall continue.

## CLASSIFICATIONS:

LEVEL I

[12-month (260 days) positions]

- (1) Bookkeeper
- (1) Payroll Clerk
- (1) Benefits Clerk
- (1) Secretary – Assistant Superintendent (Instruction)
- (1) Secretary - Director of Personnel
- (1) Accounts Payable Clerk

[12-month (250 days) positions]

- (1) Secretary - Director of Special Education
- (1) Secretary – Director of Food Service \*
- (1) Bus Dispatcher/Secretary – Service Building

[10-month (216 days) positions]

- (1) Secretary - Director of Federal/State Grants

LEVEL II

[12-month (260 days) positions]

- (1) Secretary - Senior High School Principal
- (1) Secretary - Senior High School Assistant Principal
- (1) Secretary - Middle School Counselors

[12 month (250 days) positions]

- (1) Secretary - Director of Community Education Department \*

[12-month (237 days) positions]

- (1) Secretary - Community Education Department

[10 month (221 days) position]

- (1) Secretary - Senior High School Office

[10-month (216 days) position]

- (1) Secretary - Middle School Principal

[10-month (206) days) positions]

- (6) Secretary - Elementary School

LEVEL III

[10-month (206 days) positions]

- (1) Secretary - Senior High School Assistant Principal (Athletics/Activities)
- (1) Secretary - Middle School Assistant Principal
- (1) Secretary - Senior High School Counselors
- (2) Secretary - Special Education Department
- (1) Clerk - Middle School Principal & Assistant Principal's Office
- (1) Clerk/Sub Caller
- (1) .5 Bus Dispatcher/Clerk

[10-month (211 days) position]

- (1) Secretary - Senior High School Counseling Department

\* Position will become a 10-month when current employee leaves

## ARTICLE XVIII (continued)

27

2006-2007  
DAILY RATES

CLASSIFICATION	Step #1	Step #2	Step #3	Step #4	Step #5	Step #6
LEVEL I:						
	116.13	126.04	135.95	145.85	155.77	166.02
LEVEL II:						
	104.82	114.73	124.61	134.54	144.42	155.88
LEVEL III:						
	99.66	109.55	119.46	129.37	139.29	152.52

Employees new to the Van Dyke School District may be placed on Step 2, 3, 4, 5, 6 of the salary schedule for comparable outside secretarial experience of five (5) years or more.

ARTICLE XVIII (continued)

2006-2007 PERCENTAGE FORMULA

** 12 MONTH = <u>126.2%</u>				*** 10 MONTH = <u>79.2%</u>			
MONTH	DAYS WORKED	PAID HOLIDAYS	WEEK-ENDS	DAYS WORKED	PAID HOLIDAYS	DAYS NOT WORKED	
<b>[2006]</b>							
JULY	20	1	10	0	0	21	
AUGUST	23	0	8	7	0	16	
SEPTEMBER	20	1	9	20	1	1	
OCTOBER	22	0	9	22	0	0	
NOVEMBER	20	2	8	20	2	0	
DECEMBER	19	2	10	16	2	5	
<b>[2007]</b>							
JANUARY	21	2	8	21	2	0	
FEBRUARY	18	2	8	15	2	3	
MARCH	22	0	9	22	0	0	
APRIL	19	2	9	15	2	6	
MAY	22	1	8	22	1	0	
JUNE	21	0	9	14	0	7	
FLOATING DAY	(-1)	**1		(-1)	**1		
<b>TOTALS</b>	<b>246 +</b>	<b>14 = (260)</b>	<b>105</b>	<b>193 +</b>	<b>13 = (206)</b>	<b>58</b>	

\*\* 260 divided by 206 = 126.2%  
 \*\*\* 206 divided by 260 = 79.2%  
 Exception(s):  
 221 days divided by 260 = 85.0%  
 211 days divided by 260 = 81.2%  
 216 days divided by 260 = 83.1%  
 250 days divided by 260 = 96.1%  
 237 days divided by 260 = 91.2%  
 (for vacation, proration)

\*\*Floating Day: To be taken between July 1, 2006 and June 30, 2007  
 (Not to be used to extend holiday periods)

Ten-Month (206 days) last day worked - June 20, 2007

**ARTICLE XVIII****A. PRORATION FORMULA (TEN-MONTH EMPLOYEES):**

The total days (days worked plus paid holidays) of the secretary working less than twelve (12) months shall be divided by the total days (days worked plus paid holidays) of the twelve-month secretary to determine the percentage used to prorate vacation pay for secretaries working less than twelve (12) months. Any person hired on or after July 1, 1996, will not receive vacation time or pay in a ten-month position.

Effective with the 1996-97 fiscal year, office personnel wages will be determined by multiplying the number of compensated days (workdays and paid holidays) by the daily rate appropriate to their assigned level and step.

The 2006-2007 percentage formula follows on page 26.

**B. WAGE SCHEDULE:**

2006-2007 salary schedule: (see page 27)

**C.**

When scheduled days of student instruction are not held because of conditions not within the control of school authorities, such as severe weather, fires, epidemics, mechanical breakdowns or health conditions, as defined by city, county or state authorities, ten (10) month secretaries will not work. Canceled days will be rescheduled and made up at the end of the school year, and ten-month secretaries will have their workyear extended by the same number of days that were canceled. Ten-month secretaries will receive their regular pay for days which are canceled but shall work on any extended days with no additional compensation.

Twelve-month employees, who do not report to work for any of the aforementioned reasons, will be charged a vacation or Personal/Health Day for each occurrence that results in an extended work year for ten-month employees and will be required to specify on an absence authorization form whether they wish to be charged for a vacation or Personal/Health day. A twelve-month employee will not be charged a vacation or Personal/Health day if the twelve-month employee chooses to work on cancelled day(s) or if the employee and immediate supervisor, with the approval of the Superintendent, agree on a time the employee can make up the missed day(s), prior to the next school year. Employee will be compensated at the regular rate of pay.



## ARTICLE XVII

WORKING CONDITIONS

- A. During a strike, failure to report for work shall result in loss of pay for that period. Employees shall not be able to take Personal/Health Days during this period without a note from a physician substantiating such illness.
- B. If it should become necessary for a secretary to work in a building alone, who feels unsafe, they may call the Personnel Office and make arrangements to finish the workday at another building.
- C. It is understood that the prime responsibility of all employees is the health and safety of students. In the event of weather emergencies, the welfare of the students and communication network of the school system must be accommodated before the employees are dismissed. Upon the occasion when staff members are dismissed for weather emergencies, members of the organization will be dismissed as soon as such action is reasonably feasible.
- D. If any article or provision of this Agreement is found to be invalid by court of competent jurisdiction, the parties agree to meet and modify the article to comply with the law.

## ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. The Association shall be duly advised by the Board of fiscal, budgetary, and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- B. The 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.
- C. In the event that any provisions of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- D. The Association shall be notified upon the creation of a new job. The Superintendent of Schools and the Association representatives (2) shall meet to discuss duties covered by such position and also placement on salary schedule, before the position is posted.
- The Association shall be notified in the event that any major changes occur in an office personnel's job description which may entail mileage or additional pay.
- E. The Board shall provide sufficient copies of the Agreement to the Association who shall be responsible for distribution to each member.
- F. Continuing Education: An employee may enroll in class(es) that are related to his/her job providing that they have received prior written approval from the Director of Personnel and Superintendent.
- Upon successful completion of the course and submission of proof of a passing grade ("C" or better), the employee will be entitled to reimbursement of tuition costs for the class(es).
- G. In the event that a secretary is unable to perform his/her duties as a result of an assault by a student/adult while on the job, he/she shall not have to use Personal/Health days to cover the seven day waiting period of worker's compensation.
- H. Community Education secretaries (2) are reduced 10 days, effective July 1, 2001, from the regular 12-month schedule. These days are to be taken at Christmas and Easter breaks and other days as arranged with their supervisor.
- I. Secretary to Director of Food Service reduced 10 days, effective July 1, 2001, from the regular 12-month schedule. These days are to be taken at Christmas and Easter breaks and other days as arranged with the supervisor.
- J. Lincoln Middle School, principal's secretary position will revert to a 10-month elementary secretary work year, plus 10 days when current employee leaves.

## ARTICLE XV

SPECIAL CONFERENCES

- A. The parties acknowledge that, for the life of this Agreement, each voluntarily waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, unless by mutual consent.
- B. However, it is recognized that there may be times when it would prove to be helpful to both parties for them to meet to discuss contract interpretation, contract administration, etc.
- C. The request for such meetings shall be made at least seventy-two (72) hours prior to the date requested. The advance notice regarding the meeting requested shall be accompanied by an agenda.
- D. The composition of the committees shall be comprised of not more than three (3) representatives of the Board and not more than three (3) representatives of the Association, unless additional representation is mutually agreed upon. Special meetings may be called by either party to discuss situations which might occur in the school district that would be beneficial for both parties to meet and discuss.

**ARTICLE XIV (continued)**

- D. If any secretary for whom a grievance is sustained shall be found to have been unjustly discharged, they shall be reinstated with full reimbursement of all compensation lost. If they have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to the secretary.
  
- E. The president and/or a designated representative may investigate and process grievances during working hours without loss of pay. Those involved in processing grievances shall notify their immediate supervisor when leaving their normal work station.

## ARTICLE XIV

GRIEVANCE PROCEDURE

- A. Definition: A "grievance" shall mean a complaint by an employee in the bargaining unit: (1) that there has been as to the employee, a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or (2) that they have been treated unfairly or inequitable by reason of any act or condition which is contrary to established policy or practice governing or affecting employees.

No more than two (2) members of the Association and the grievant may be present at any level of the grievance procedure. The immediate supervisor is to be notified when the secretary and past-president and/or executive board member are processing a grievance.

As used in this Article, the term "employee" shall mean also a group of employees having the same grievance.

- B. Adjustment of Grievances: Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

- (a) Level One: Employees with a grievance shall first discuss the matter with their immediate supervisor, either directly or through the Association. This meeting shall take place within fifteen (15) days of the alleged incident, or the employee's or Association's knowledge of its occurrence, with the object of resolving the matter informally. Failure to have an informal level grievance shall make the grievance null and void.
- (b) Level Two: In the event that the employee is not satisfied with the disposition of the grievance at Level One, the employee shall file the grievance, in writing, to the District's supervisor of office personnel, or designee, who shall issue a decision within ten (10) days of receipt to the complainant, with a copy for the Association past-president and president.
- (c) If the Association is dissatisfied with the District's supervisor of office personnel, or designee's decision, the Association may file for arbitration within twenty (20) working days of receipt of the District's supervisor of office personnel, or designee's decision. (The Rules and regulations of the American Arbitration Association shall govern.)

- C. Arbitration:

- (a) The arbitrator shall have no power to alter, add to, amend, change or subtract from the terms of the Master Agreement.
- (b) The Association shall not be permitted to assert in such arbitration proceedings, or to rely on any evidence not previously disclosed to the other party through level three.
- (c) All steps of the grievance procedure must be exhausted prior to arbitration.
- (d) By mutual agreement of the President of the Association and the Superintendent, time limits may be altered.
- (e) The arbitrator's fees shall be equally shared by the Board and the Association.
- (f) Each party shall be responsible for compensating its own representatives for work time lost and witnesses during arbitration hearings that occur during working hours.

**ARTICLE XIII****NEGOTIATION PROCEDURES**

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. During the school year, negotiating meeting (limited to bargaining committee) time shall be shared by the Board and the Union; one-half on management's time and one-half on union's time. Management's time will be between the hours of 8 a.m. and 4 p.m.

- F. DENTAL INSURANCE OR DENTAL SUBSIDY: The Board shall assume the full cost of premiums for dental insurance coverage (according to specifications as agreed upon by the parties) for all VDAEOP members and their dependents being offered at the time of employment and commencing at the beginning of the following month. Preventative – 100% - Basic 85% - Major 65% - Orthodontic 60% (\$1,200 policy year maximum for preventative, basic and major care; \$1,000 Orthodontic per lifetime) internal coordination of benefits. In lieu of paid premiums, the Board may elect to provide and pay for the same coverage through an Administrative services only contract (ASO); or in lieu of a dental plan, a subsidy of \$500.00 shall be paid to an employee as part of their salary payable on the last paycheck in June. Changes in coverage are only made during annual open enrollment period.
- G. F.I.C.A. (Social Security): All school employees are covered under F.I.C.A. Social Security as of April, 1956. Earnings are deducted for Social Security from biweekly paychecks from each employee according to the current rate.
- H. LONGEVITY: Longevity pay for office personnel, starting after five (5) full years of employment, shall consist of \$59 per year for every year of twelve-month employee; \$52 per year for every ten-month employee. Longevity will be paid on first pay of the month of employee's anniversary.
- I. Blue Cross/Blue Shield will be offered at the time of employment commencing at the beginning of the following month. All other fringe benefits (with the exception of dental, optical and life insurance) will be retroactive to date of hire upon successful completion of the ninety (90) day probationary period.
- J. Dependent Continuation Coverage is defined as, dependents who are between 19 and 25 may continue coverage under your contract if they meet all of the following requirements; be unmarried and between 19 and 25, be related to you by blood, marriage or legal adoption, be dependent on you for more than half of their support, be a full-time student for at least five months of the year or have a gross income of less than four times the personal exemption amounts.
- K. VDAEOP members who are required to drive their private vehicle on approved school business shall be compensated at the maximum non-taxable rate per mile as published by the Internal Revenue Service and subject to all governing regulations of the Internal Revenue Service.
- L. The rules and regulations of the insurance carrier for all aforementioned benefits shall govern.
- M. Members are responsible for notifying the Benefits Office during the annual open enrollment period or within 30 days whenever there is a change in the status of dependents and/or spouse.

## ARTICLE XII

## FRINGE BENEFITS

- A. WORKERS' COMPENSATION: An employee who suffers injuries compensable under the Michigan Workers' Compensation Act shall be compensated as described:

First seven days - Deduct Personal/Health Days

Next ninety days - Board pays the difference between Workers' Compensation and the normal rate of pay, up to forty (40) hours per week.

Thereafter - Deduct Personal/Health Days or prorate sick days to exhaustion of employee's accumulated days.

- B. TERM LIFE INSURANCE: Association personnel are covered by a \$35,000 term life insurance policy and a \$35,000 accidental death and dismemberment policy to be paid by the employer effective the date of hire. The Board will provide each employee retiring on or before June 30, 2004 with \$6,000 term life insurance upon retirement under the provisions of the Michigan Public School Employees' Retirement Act. If an employee retires after July 1, 2004 retiree has option to purchase \$6,000 term life insurance for \$101.52 per year to be paid during annual open enrollment period. After July 1, 2006 rate will be adjusted to current district group retirement rate.

- C. HOSPITALIZATION INSURANCE: The Board shall assume the full cost of premiums for Blue Cross/Blue Shield Community Blue PPO according to the specifications as agreed by both parties in the Group Enrollment and Coverage Agreement. **Effective August 1, 2006 Blue Cross/Blue Shield prescription rider, RX902X, is added which provides for a 90 day supply of maintenance drugs at participating pharmacies for the cost of two (2) co-payments.** Effective July 1, 2005 the prescription co-pay is \$10/20 for all employees and dependents.

**Effective October 1, 2006, the Board will deposit \$120.00 in each individual member's flexible spending account on an annual basis.**

Any member of the bargaining unit may elect to waive the above health insurance during annual open enrollment period and will receive eighty-four dollars (\$84) per month in lieu of this benefit provided thirty-four percent (34%) or more of the VDAEOP membership elect to waive this benefit. This payment will be made in a lump sum (not to exceed \$1,008 per contract year). Such payment will be made in December, before Christmas.

If less than thirty-four percent (34%) of the membership waive health insurance, the stipend will revert to seventy-five dollars (\$75) per month, not to exceed \$900 per contract year. No insurance stipend will be paid to married couples both employed by Van Dyke Schools after July 1, 2004. Two members currently receiving the insurance stipend will continue to receive it provided they still qualify.

Members are responsible for notifying the Benefits Office during the annual open enrollment period or within 30 days whenever there is a change in the status of dependents and/or spouse.

- D. RETIREMENT BENEFITS:

1. An employee will receive the retiree's share of their monthly premium for health insurance coverage, which shall not exceed \$12.00 per month from age 55 to age 65. Members retiring after July 1, 2004 are not eligible for the \$12 insurance stipend.

- E. OPTICAL INSURANCE OR OPTICAL SUBSIDY: The Board shall assume the full cost of premiums for optical insurance coverage according to specifications as agreed upon by the parties (Double A program with \$114.00 cap for contacts) being offered at the time of employment commencing at the beginning of the following month for all VDAEOP members and their dependents; or in lieu of an optical plan, a subsidy of \$130.00 shall be paid to an employee as part of their salary payable on the last paycheck in June. Changes in coverage are only made during annual open enrollment period.



## ARTICLE XI

RETIREMENT

- A. Upon proof of retirement under the provisions of the Michigan Public School Employees Retirement Act, or physical disability, a secretary's current daily rate of pay shall be granted to the employee for each day accumulated in their Personal/Health Days. In the event of death, one-half (1/2) of the secretary's current daily rate of pay shall be granted to employee's designated heir(s) for each day accumulated in their Personal/Health Days.
- B. At the time of death or retirement, under the provisions of the Michigan Public School Employees Retirement Act, vacation pay and longevity at the current pay rate shall be paid an employee, or designated beneficiary, determined by the number of months of regular employment following the employee's accrued vacation divided by twelve (12).
- C. Retirement Policy: The Board shall pay secretarial employees upon retirement \$3,000.00. Such retirement must be under the terms and conditions of the Michigan Public School Employees Retirement Act (minimum of ten (10) years experience in public schools). Such payment shall not be paid for retirement under the total disability provisions of the Michigan Public School Employees Retirement Act.
- In addition, employee must have a minimum of ten (10) years seniority at Van Dyke Public Schools (VDAEOP, PPVD, LOCAL 989, VDAC, VEAF).
- D. Upon termination of a VDAEOP member 55 years or older, all severance money (sick days and early retirement incentive) must be placed in a **403B** plan. This provision is effective July 1, 2004.

## ARTICLE X (continued)

- G. Office personnel shall be paid for the following holidays which occur during their workyear:
- |   |  |
|---|--|
| New Year's Eve Day  | Thanksgiving Day   |
| New Year's Day  | Friday after Thanksgiving  |
| Good Friday<br>(if school is not in session<br>any part of the day) | Floating Holiday<br>(to be taken between<br>July 1 and June 30; not to<br>extend holidays) |
| Easter Monday   | Christmas Eve Day  |
| Memorial Day  | Christmas Day  |
| Independence Day (July 4)   | Winter Break<br>(as per Article VI,<br>paragraph A, p. 6)                                  |
| Labor Day   |  |
- H. If a paid holiday falls within a regularly scheduled vacation period, that day shall not be deducted from the vacation bank. If a paid holiday falls on Saturday, the Friday preceding shall be designated as a holiday. If a paid holiday falls on Sunday, the following Monday shall be designated as a holiday.
- I. If a member of the Association resigns or retires, or is granted a leave of absence, before the end of the fiscal year, they shall be granted vacation pay from date of hire prorated according to the vacation schedule in effect.
- J. If district chooses to completely shut down, (exceptions are building emergencies, food service and independent contractors) during Christmas and New Years, employees scheduled to work will have the option to use their vacation and/or personal/health days.

## ARTICLE X

VACATIONS AND HOLIDAYS

- A. Twelve-month employees on the Office Personnel staff shall receive one (1) week vacation with pay for service of more than six (6) months within a fiscal year (July 1 to June 30 of the following year), but less than one (1) year, and two (2) weeks of vacation with pay thereafter. When five (5) years of service have been completed, three (3) weeks of vacation with pay shall be granted; four (4) weeks of vacation with pay after fifteen (15) years of service; and five (5) weeks of vacation with pay after twenty (20) years of employment.
- Ten-month employees shall receive the same vacation time with pay prorated. The workyear for ten-month employees normally starts one week prior to Labor Day and ends one week after school closes. If there are exceptions, they will be mutually agreed upon. (see Article XIX for formula). Any person hired on or after July 1, 1996, will not receive vacation time or pay in a ten-month position.
- B. Twelve-month employees shall be permitted to work during their regularly scheduled vacation period and receive double pay for the same only in the event that an emergency arises, as determined by the administrator in charge and approved by the Superintendent.
- C. Any requests for additional time off, other than vacation, must be presented to the administrator in charge, and approved by the Superintendent. Vacations from one year to the next shall not be taken back to back unless arrangements are made by special conference. Vacation days earned within a fiscal year must be taken during the following fiscal year. Vacation days from previous years may not be accumulated.
- D. Twelve-month employees on the Office Personnel staff shall be permitted to take some portion of their vacation at a time other than the summer months with approval from their immediate supervisor and the superintendent. Requests for vacations during the school year must be made at least thirty (30) days prior to the requested vacation, whenever possible. Requests for summer vacations must be made by May 1. Tentative vacation assignments will be approved by May 30. All vacation requests shall be in writing.
- E. All twelve (12) month employees who are eligible for five (5) week's vacation will make every effort to utilize all accrued vacation time within each fiscal year. However, if the work load does not permit the employee to utilize all vacation days, employee may request approval from their immediate supervisor, and the Superintendent of Schools, to receive one (1) week's pay in lieu of one (1) week of vacation. All requests must be submitted between May 15 and June 1 of each fiscal year. If approved, the one (1) week's paid vacation will be paid no later than the last pay period in June of any fiscal year.
- F. Ten-month office personnel shall follow the same schedule of employment during the regular school year as their immediate supervisor in charge. Wages of ten-month employees shall be adjusted to the accepted school calendar each year.

**ARTICLE IX (continued)****C. Evaluation**

1. The employee shall be evaluated periodically by the immediate supervisor.
  - a. Employees who have not attained the maximum wage rate in their classification shall be evaluated prior to conclusion of the probationary period(s) and once again prior to the end of the first year and once each year thereafter.
  - b. Employees who have attained the maximum wage rate in their classification shall be evaluated once every three (3) years.
2. Such evaluation shall be done on a form provided by the Board and copies shall be submitted to the Superintendent or designee, the employee, and placed in the employee's personnel file.
3. The Association shall be provided with a list of names of members who have been evaluated during the current school year.

**D. Personnel File**

1. The employer shall maintain personnel files of each employee.
2. No material critical of an employee's conduct, service, character or personality shall be placed in the files unless the employee has had an opportunity to read such material. The employee shall acknowledge having read such material by affixing their signature to the material.
3. The employee has the right to answer any material filed and the answer shall be attached to the file copy.
4. The employees may examine their file as to material placed in such file after initial employment and shall be permitted to reproduce such material.
5. Materials shall be removed from the personnel file(s) if and when an employee's claim that such material is inaccurate is sustained through the grievance procedure.

**E. Confidential Material - Employee Responsibility**

1. It is understood that certain employees may have access to confidential information dealing with students, other employees, records, etc., and that such information shall not be released except to authorized personnel.
2. It is further understood that confidential information shall not be discussed or shared in any way with other employees, citizens, students, state and city agencies, etc., unless there is authorization to do so.

## ARTICLE IX

PERFORMANCE/EVALUATION

## A. Employee Responsibility

1. In discharging work responsibilities, each employee shall be responsible to their immediate supervisor and shall, to the best of their ability, perform duties and assignments in such manner as to comply with the provisions of the contract, rules, regulations and policies of the Board relative to maintenance, management, and carrying on of the schools of the district.

## B. Discipline and Discharge

1. The Board shall not discharge, suspend or discipline any employee without just cause. Just cause shall pertain to, but not limited to, such behaviors and acts as:
  - a. Behaviors that would be considered felonies, or those that would be considered serious misdemeanors, in a court of law, such as: Intentional destruction of the District's or another individual's property, theft, assaulting any person on the Employer's premises except in cases of self-defense.
  - b. Refusal to comply with the Board's rules.
  - c. Absence from work without permission for more than three (3) consecutive work days or without proper explanation.
  - d. Multiple written reprimands.
  - e. Repeated absences from work.
2. Such discipline shall be for just cause, and may be a verbal or written reprimand, demotion, suspension or dismissal.
  - a. Prior to any demotion, an employee shall be made aware of the concern or dissatisfaction over the employee's work performance:
    - . Verbal warning notice,
    - . Written warning notice
  - b. Any warning shall be made in such a manner that it is clearly understood that it is a warning and not a routine supervisory criticism.
  - c. Each warning shall indicate the cause for the warning and what must be done to achieve satisfactory work performance.
  - d. Each warning shall become a part of the employee's personnel record and a copy of all written warnings shall be furnished the employee.
3. During periods of suspension, the employee shall not accumulate Personal/Health Days or vacation days nor receive any pay for holidays which occur during such suspension.

**ARTICLE VIII (continued)**

When the work force is increased after a layoff, recalls shall be in inverse order of layoff provided employee has the qualifications to perform in the position available. In addition, when the employee's former position becomes open, that employee has the option to take the position. This option may be exercised once within a two-year period. If the employee chooses to revert to former position within the specified two-year period, a job posting for the vacancy will not be required. Layoff list will be valid for a period of one year. Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall, the Board will consider the employee as having terminated employment.

**E. Involuntary Transfer:** Involuntary transfer shall be for reasonable and just cause.

Transfer shall not take place without prior discussion with the affected employee, employee's immediate supervisor and two (2) members of the Association executive board, if employee so desires.

Employees shall be informed of any vacancies which exist at that time for which they are qualified.

If employee does not accept the vacancy which exists, the administration, after notifying the president of the Association, will then offer said employee a definite position.

If employee refuses all offers of placement, said employee's employment will be terminated within thirty (30) days with benefits paid, such as prorated vacation, longevity, etc.

If employee chooses, they may go on a voluntary leave of absence. While on leave, the following benefits shall be held in abeyance but will not accrue: seniority, Personal/Health Days, longevity, vacation. Employee will be notified of any and all vacancies which occur in the district and shall have consideration for any vacancies for which they are qualified for a period not to exceed one (1) year.

When an employee refuses to take a vacancy or refuses to accept a definite position, seniority or bumping rights shall not prevail.

**F. Elimination of Position:** Employee involved will be notified, in writing, about elimination of position at least thirty (30) calendar days in advance of such action.

Employee, at time of letter, will also be informed of any vacancies which exist at that time; and said employee shall have an opportunity to accept any such vacancy for which they are qualified within five (5) working days.

If employee does not accept the vacancy which exists, the employee is eligible to bump a less senior employee, providing they have the ability and qualifications to perform the duties of the new position.

If employee chooses, they may go on a voluntary layoff (benefits held in abeyance), subject to the same procedures stated above under Article VIII, paragraph D, "Layoffs."

**G. Change of Calendar Workyear:** In the event that a position is changed from a ten (10) month position to a twelve (12) month position; or a twelve (12) month to a ten (10) month position, that position shall be posted before such change occurs.

## ARTICLE VIII

ASSIGNMENTS AND TRANSFERS

- A. A vacancy for an office secretarial position can result when there is an unoccupied position created by termination, retirement, transfer or the result of an expansion of the work force; and provided further that there are more vacancies available than there are secretaries available to fill the vacancies. Whenever any vacancy in any office personnel position in the District shall occur, the position shall be discussed with the Association prior to the Board publicizing same by giving a written notice to be posted in every building. No assignment to a position shall be made for a new applicant until testing has been accomplished. When a vacancy occurs, the position shall be posted within three (3) working days after Board approval. The posting period shall be for three (3) working days. Applicant(s) shall be informed, in writing, of approval or denial of their request within five (5) working days after the last interview has been completed. No transfers will take place until all resulting vacancies have been filled with Association members. All transfers will take place within thirty (30) days of the Board's notification of transfer. However, if transfers cannot be completed within thirty (30) days, all affected employees shall receive their new rate of pay. However, when the Board and the Association agree, an exception can be made to this procedure. The Board will make every effort to expedite filling the vacancy.
- B. Employees from the bargaining unit shall be awarded posted vacancies on the basis of seniority, qualifications, education and certification. The Board declares its support of a policy of promotions from within its own office personnel.
1. Testing shall not be required for an applicant who currently holds a position within the Association.
  2. The Association shall have input into the testing criteria.
  3. The secretarial part of the test may be done in a group with the exception of the keyboarding part, which shall be given on an individual basis.
  4. The Association and the applicant who was tested, shall be notified, in writing, whether the applicant failed or passed, within ten (10) working days after the testing has been completed. A list of names of the applicants and the applicant selected will be sent to the President of the Association.
- C. Office personnel who transfer from one position to another in the District may not claim their previous position, but must wait until it is vacant again. Any agreement made between the Board or its designated representative and the transferring secretary shall be in writing to be made available to the Association if the situation warrants.
- D. Layoffs: The word "layoff" means a reduction in the work force due to a decrease of work or financial difficulties. If a reduction becomes necessary, the reduction shall be according to the following procedures:
1. Probationary or part-time employees in the bargaining unit shall be laid off first.
  2. If there are employees willing to take a voluntary layoff, they may be laid off first; or
  3. By a seniority basis subject to the ability to perform the duties of the position.

The following benefits shall be held in abeyance but will not accrue while on layoff: Personal/Health Days, seniority, longevity, and vacation pay. Office personnel to be laid off shall be provided at least fifteen (15) calendar days notice of the layoff and the Association president shall receive a list from the employer of the employee(s) being laid off.

**ARTICLE VII (continued)**

General Leave Of Absence: Noncompensable leave of absence up to a maximum of one (1) year will be considered by the Superintendent on the merit of the leave. All fringe benefits shall expire thirty (30) days after leave begins.

Leave shall be requested in writing, copy to the Superintendent of Schools and copy to the Association.

While on leave the following benefits shall be held in abeyance but will not accrue: Seniority, Personal/Health Days, longevity, vacation.

Forty-five (45) days prior to termination of leave the employee shall notify the Board, in writing, of the intention of returning or severing employment.

An employee returning from a general leave shall be eligible for any vacant position that has not been filled by a current member as a result of a posting, unless there are members laid off. Laid off members shall have first choice of a position over an employee returning from a general leave of absence.

Absence For Educational Purposes: The Board shall encourage office personnel to participate in conferences and conventions, to be approved by the Superintendent, within the budget limits set by the Board.

Such participation will not result in any loss of pay.

Jury Duty: Absence for court appearances for the school district, and jury duty by an employee is recognized by the board as an approved leave and will not be charged to accumulated Personal/Health Days. The employer agrees to pay the difference between jury service fee and employee's regular wages. If jury duty is canceled or is less than three (3) hours, employee must return to work.

When a secretary is under subpoena or summons issued in a court action related to the secretary's employment in the District, she shall be compensated at the daily rate of pay. When a secretary is under subpoena or summons issued in a court action in which the secretary is not a party of interest, she will be compensated up to two (2) days at the daily rate of pay.



**ARTICLE VII (continued)**

Leave of Absence Due to Ill Health or Injury: Request for a leave of absence shall be submitted, in writing, by the employee to the Superintendent of Schools (copy to the Association). The request shall state the reason the leave of absence is requested and the approximate length of time off the employee desires. Leave of absence for extended personal illness, family illness, accident, or other grave emergency and/or for rest and recuperation must be requested after the expiration of the employee's accumulated Personal/Health Days. Leave of absence for extended illness shall be granted for a period not to exceed twelve (12) months upon request. Employee will maintain seniority while on any leave of absence granted under the provisions of this agreement. Hospitalization insurance shall continue for sixty (60) days after the effective date of the leave of absence. NOTE: Twelve (12) weeks under FMLA provided requirements are met.

After expiration of sixty (60) days, employee shall have option to continue coverage of life insurance under the group plan, but must reimburse the school district, in advance, the full cost of such coverage for a period not to exceed three (3) months. Upon commencement of the leave of absence for ill health, the employee also has the option to continue his/her current coverage of hospitalization and/or dental under C.O.B.R.A. rules and guidelines.

At the expiration of such leave of absence, not to exceed twelve (12) months, or prior thereto, at the secretary's discretion, the secretary will be restored to their former position, or to any other vacant position acceptable to the returnee of like nature, seniority, status, and pay; provided that the employee remains eligible for reinstatement under other rules and regulations of the Board, i.e.:

- (a) The employee shall file a written notice of intent to return, addressed to the Superintendent of Schools, and a copy to the Association, thirty (30) days prior to return to work.
- (b) This notice of intent to return shall be accompanied by a statement from a physician certifying as to the employee's fitness to return.

Any exceptions to the above shall be subject to discussion between the Superintendent and the Association.

While on leave the following benefits shall be held in abeyance but will not accrue: Seniority, Personal/Health Days, longevity, vacation.

Maternity Leave: Maternity leave will be treated the same as a sick leave. In addition, the leave will start at the employee's physician's approval and return will be governed the same way.

All maternity leaves will expire at the maximum of one (1) year, unless extended by the Board, at the written request of the member, forty-five (45) days prior to expiration of one year.

While on leave, the following benefits shall be held in abeyance but will not accrue: Seniority, Personal/Health Days, longevity, vacation.

Condition Of Leaves: In the event the Board questions the ability of an employee to adequately perform their duties, prior to or after a request to return to active status, they shall be required to submit to an examination by a physician appointed by the Board.

In the event of a dispute between the opinion of the employee's physician and the Board's physician regarding the employee's ability to return to active status, the employee shall submit to a further examination by a physician mutually agreed upon by the Board and the Association. The result of such examination shall be final and binding on both parties.

## ARTICLE VII

### LEAVE POLICIES

Personal/Health Leave: Twelve-month employees will receive fifteen (15) Personal/Health days per full, fiscal year of employment. Thirteen (13) Personal/Health Leave days shall be granted to ten-month employees per full school year of employment. An employee shall be given credit for Personal/Health Days after working one day of each fiscal year.

A full-time employee absent from duty on account of personal illness or injury shall be paid their full salary for the period of such absence, not to exceed fifteen (15) Personal/Health Days in any one year, excepting where additional time has accumulated. If the employee does not finish a year of employment, the used, unearned days, if any, shall be deducted from the final paycheck.

Each employee shall have placed to their credit the number of days' Personal/Health Leave days not used during the year. Those employees who have accumulated 100 Personal/Health Leave days will receive one-half (1/2) day's pay for Personal/Health Leave Days accumulated that year beyond 100. All days accumulated in excess of 100 prior to July 1, 1991 shall be available to be used as Personal/Health Leave Days whenever annual leave days are exhausted, or employees shall receive a payoff as provided in Article XI, Paragraph B of this agreement. After five (5) consecutive Personal/Health Days of absence there shall be presentation of a physician's statement attesting to the illness of the claimant.

Personal/Health Leave is to be used for sound, pressing, and unavoidable reasons only, and not for reasons such as other employment. Personal/Health Days shall not be used with docked days to extend a vacation.

Personal/Health Days shall not be granted until the completion of ninety (90) day probationary period.

Personal/Health Days which enable employees to lengthen their vacation or holiday periods shall not be allowed unless for obvious emergencies. Personal/Health Days before or after vacation or holiday periods must be approved by the Superintendent, his/her designated representative, or validated with a doctor's statement

No payment shall be made, under any circumstances, for any unused leave days accumulated by any personnel at the time of dismissal from service.

Bereavement Leave: Absence without loss of salary shall be allowed, not to exceed five (5) work days, for each death, in the immediate family of: spouse, children, father, mother. The days are to be taken within ninety (90) days of the death. This absence shall not subtract from Personal/Health Days.

Absence without loss of salary shall be allowed, not to exceed five (5) consecutive workdays, for each death, in the immediate family of: brother, sister, father-in-law, mother-in-law or grandchild. This absence shall not subtract from Personal/Health Days.

In the event of the death of a grandparent, brother-in-law or sister-in-law, bereavement leave, not to exceed three (3) consecutive workdays, shall be granted for each occurrence.

In the event of the death of other relatives or close personal friends, the employee may request consideration for release time. If the request is approved by the Superintendent, the time off shall be deducted from Personal/Health Days.

## ARTICLE VI

OFFICE PERSONNEL HOURS

- A. The workweek for the office personnel shall not exceed forty (40) hours during the regular school year nor thirty-five (35) hours during the summer months and during Christmas and Easter vacations for the twelve-month employees. Summer months' work schedule begins one week after the closing of school in June and ends one week before the start of school in September. All ten-month members will be provided a winter break corresponding with the teachers' scheduled winter break. All twelve-month members will be provided two (2) days of winter break during the teachers' scheduled winter break; vacation days may be used in conjunction with the two days to provide the same winter break as enjoyed by ten-month members. The two (2) days taken by twelve-month employees are to be arranged with their immediate supervisor.
- B. The workday shall be eight (8) hours during the regular school year and seven (7) hours during the summer and during Christmas, Winter Break and Easter vacations, as provided in Section A, Article VI.
- C. Eight hour days include one-half (1/2) hour for lunch and a fifteen (15) minute rest period in the morning and in the afternoon. In the event no rest periods are taken, a one (1) hour lunch period may be taken. This also applies to ten-month employees during their entire workyear.
- D. All daily office hours for office personnel shall be set by the administrator in charge except in such cases where other arrangements have been made with their immediate supervisor, i.e., counselor, librarian, principal, etc.
- E. All assigned duties beyond the regular workday, if authorized, shall be compensated by: (1) time-and-one-half rate of pay, or (2) time off at a time-and-one-half basis.
- F. When overtime work requires an additional trip to the place of employment, the employee shall be paid for a minimum of two (2) hours at the overtime rate.

**ARTICLE V****RESPONSIBILITY**

- A. Office personnel, once assigned to a position, will be responsible to their immediate supervisor for work assignments and supervision. In most cases, this supervisor will be the administrator in charge in the particular office and/or building. The Superintendent of Schools has over-all responsibility for the office personnel.
  
- B. Whenever possible, a secretary shall give an advance two (2) weeks notice, in writing, if they intend to resign or leave their employment.

## ARTICLE IV

SENIORITY

Seniority shall not be affected by race, sex, marital status, age, handicap, religion or dependents of the employee. The Board shall keep an up-to-date seniority list and provide a copy to each member of the Association in July of each contract year.

The seniority of all employees shall commence with the first day of permanent employment with the Van Dyke Public Schools as an office employee within the Association bargaining unit. In the event of a break in service during a fiscal year, due to a leave or layoff, the number of paid workdays that the employee has during that fiscal year will be counted, not to exceed the normal workyear. A ten-month position equals one year of seniority.

Secretaries shall lose their seniority if they:

- (a) resign;
- (b) retire;
- (c) are discharged and the discharge is not reversed through the grievance process of the Agreement;  
or
- (d) do not return within ten (10) days upon written notification by registered or certified mail after a layoff or necessary reduction in personnel.

When a secretary leaves the Association to accept a position in another bargaining unit, their seniority shall be frozen in the unit for as long as they are employed by the Board. However, said employee may only return to the Association unit when a vacancy occurs.

## ARTICLE III

### EMPLOYMENT PREREQUISITES

- A. Conditions: Appointment to the office personnel shall be a ninety (90) day probationary period.
- B. Membership Fees - Dues and Deductions: Since all members of the Association are beneficiaries of this Agreement, the expense of its negotiations and administration shall be shared equally by covered employees.

Each employee who on the effective day of this Agreement is a member of the Association and has authorized deduction of dues and special assessments, shall do so with the understanding the deduction shall continue for the length of the contract.

Any employee who does not make application for Association membership shall, as a condition of employment, execute an authorization for the deduction of a sum equivalent to dues and special assessments as a contribution toward the administration of this contract. Employees failing to comply with this requirement shall have their services terminated at the end of ninety (90) days. However, if at the end of the ninety (90) day period the secretary receiving a termination notice is engaged in pursuing any legal remedies contesting the discharge under this provision, before a court of competent jurisdiction, such secretary's services shall not be terminated until such time as said secretary has obtained a final decision as to the validity or legality of said discharge, or said secretary has ceased to pursue the legal remedies available by not making a timely appeal of any decision rendered in said manner by a court of competent jurisdiction.

The Association agrees to reimburse the school district for the amount of any money deducted by the district and paid to the Association, which deduction is determined to be illegal and improper, or is in excess of a proper deduction. The Association further agrees to hold harmless the district, employees, and members of the Board from any and all liabilities, losses, claims, damages, or expenses arising out of the discharge of any secretary as a result of action taken by the Board pursuant to this Article including, but not restricted to, all sums that may be awarded a secretary by a court of competent jurisdiction without any limitation as to point of time or amounts involved. The Association further agrees to defend any actions of any kind whatsoever initiated by anyone under this Article and to pay or reimburse the Board for all attorney fees, costs, or other expenses arising out of any and all litigation in any way whatsoever connected with and arising out of actions initiated with reference to this Article.

Authorizations, once filed with the central office, shall continue in effect until revoked by the secretary on a form available from the Association and filed with the central office. At least sixty (60) days prior to the beginning of each school year, the Association shall give written notification to the Board of any change in the computation of its dues which are to be deducted in that school year under such authorizations. The amount of deductions for such dues shall not be subject to change during the school year.

- C. Qualifications: Association employees shall possess such abilities and skills as may be necessary to successfully carry out the particular requirements of the position for which they are employed. Applicants must be high school graduates.
- D. Health: Every person employed on the Association staff of the Van Dyke Public Schools shall possess a general health condition which gives evidence that said person will be able to successfully complete the duties implied and stated in the employment of said persons. The Board shall assume responsibility for the cost of any health examinations or test that is required. The Board shall determine all tests and examinations and the location of their administration.

Employees will be afforded reasonable released time to acquire the State T.B. test. Arrangements for such released time must be made with the immediate supervisor.

## ARTICLE II

RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the authority of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any secretary in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the constitution of Michigan and the United States; that it will not discriminate against any secretary with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board or institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the office personnel, together with information which may be necessary for the Association to process any grievance or complaint.
- C. The Association will not accept responsibility for the disciplining of students. The parties recognize the necessity to make every effort to adhere to the Board's "Medication Control Policy" #5140 adopted 2-19-73 and revised 6-19-89.
- D. Management Rights: The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during working hours.
  2. To hire all employees and subject to the provisions of law, to determine their qualifications.
  3. To decide upon the means and methods of operation, the selection of materials, equipment, supplies, and the use thereof.

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

**ARTICLE I****RECOGNITION**

The Board of Education, Van Dyke Public Schools, hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all office personnel employed as secretaries to those positions listed in the classifications of the salary schedule, Article XVIII, excepting therefrom substitute secretaries, all aides of every type, student help, trainees, paraprofessionals, and supervisors. The term "secretary" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as defined above.