

**AGREEMENT**

**BETWEEN**

**THE SOUTHGATE COMMUNITY SCHOOL DISTRICT**

**AND**

**THE SOUTHGATE SECRETARIES ASSOCIATION/MEA/NEA**

**2007 - 2010**

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ARTICLE 1. PREAMBLE

The Southgate Community School District, hereinafter called the "District" and Southgate Secretaries Association-MEA-NEA, hereinafter called the "Union", hereby affirm their mutual interests in the development of services of the highest quality for the benefit of the students and the Southgate Community School District. Therefore, the Southgate Community School District and the Southgate Secretaries Association-MEA-NEA agree as follows:

ARTICLE 2. RECOGNITION

- 2.1 The District recognizes the Union as having been designated and selected by a majority of its employees in the unit described below for the purpose of collective bargaining with respect to rates of pay, hours of employment and working conditions.
- 2.2 The bargaining unit shall be defined as all administrative assistants, bookkeepers, administrative assistants to chief building administrators, general office employees who are regularly scheduled twenty (20) hours or more per week and who are employed in the wage classifications set forth in Article 18; also, the secretarial staff at the Beacon Treatment Program center, at Chormann and at Asher.
- 2.3 The bargaining unit shall exclude confidential employees, specifically the secretary to the superintendent, the secretary to the assistant superintendent and the secretary to the business manager, only.
- 2.4 During the terms of the Agreement, the Board agrees that it will not enter negotiations with any organization other than the Union, concerning wages, hours of employment and working conditions for persons covered by this Agreement.

ARTICLE 3. ASSOCIATION DUES AND AGENCY SHOP

- 3.1 Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- 3.2 Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- 3.3 Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10<sup>th</sup>) of such dues, assessments and contributions from the regular salary check of the bargaining unit member beginning with the second paycheck in September and ending in June of each year.

ASSOCIATION DUES AND AGENCY (continued)

- 3.4. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/ NEA Fund for Children and Public Education (formally known as "NEA-PAC") contributions or any other plans or programs jointly approved by the Association and Employer.
- 3.5. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.
- 3.6. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
  3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

ARTICLE 4. DISCIPLINE, DISCHARGE AND JUST CAUSE

4.1 Just Cause

No bargaining unit member shall be disciplined without just cause. Written reprimands, two (2) years old or more, will not be used against an employee, and will be destroyed. The term “discipline” as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges. Any such discipline, including adverse evaluation of bargaining unit member performance, shall be subject to the grievance procedure. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than at the time discipline is imposed.

4.2 Written Discipline

Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Union. Any issue that leads to a written discipline and is not called to the attention of the bargaining unit member within ten (10) work days may not be used in any disciplinary action against the bargaining unit member.

4.3 Response to Discipline

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the bargaining unit member’s personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board.

4.4 Union Representation

A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the employee’s right to representation.

4.5 Discipline System

It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members:

- a. Verbal warning by appropriate administrator.
- b. Written warning by appropriate administrator.
- c. Written reprimand by appropriate administrator.
- d. Suspension with pay pending a “Just Cause” hearing.
- e. Suspension without pay.
- f. Dismissal for just cause only.

ARTICLE 5. COMPENSATION

- 5.1 Wage Schedule. The wages of office personnel covered by this Agreement are set forth in the attached Schedule and incorporated in this Agreement. Such wage schedule shall remain in effect for the duration of this Agreement.
- 5.2 Hourly Rates. The hourly rates of pay shown on the wage schedule are based on full-time employment in the specified positions.
- 5.3 Overtime. All work authorized by the School District and performed by employees in excess of forty (40) hours in any one workweek will be paid at the rate of one-and-a-half (1-1/2) times their regular rate.

Payment for Saturday will be paid at the rate of one-and-a-half (1-1/2) times the hourly rate of pay if the work week exceeds forty (40) hours.

The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any doubling or pyramiding of overtime payments.

- 5.4 Call-in. In the event that an employee is called into work on a day other than a regularly scheduled workday, that employee shall receive a minimum of three (3) hours pay in accordance with the wage schedule.
- 5.5 Mileage. Employees required to use their automobiles for purposes of school business shall be paid a mileage rate equal to the current IRS rate.
- 5.6 Longevity. Twelve (12) month and ten (10) month full-time employees who meet the eligibility requirements set forth below shall be paid a longevity payment:
  - a. Ten Years. An employee who has completed ten (10) years of continuous twelve month full-time employment, but less than fifteen (15) years, shall be paid a lump sum payment, less applicable withholding taxes, of \$500.00 providing he/she has actually worked 1,680 regular hours, excluding overtime hours, during the preceding anniversary year (1,264 regular hours for ten (10) month employees).
  - b. Fifteen to twenty years. An employee who has completed fifteen (15) years or more of continuous twelve month full-time employment, shall be paid a lump payment, less applicable withholding taxes, of \$600.00 providing he/she actually worked 1,680 regular hours, excluding overtime hours, during the preceding anniversary year (1,264 regular hours for ten (10) month employees).

COMPENSATION (continued)

- c. Twenty Years. An employee who has completed twenty (20) years or more of continuous twelve month full-time employment, shall be paid a lump sum payment, less applicable withholding taxes, of \$700 providing he/she actually worked 1,680 regular hours, excluding overtime hours, during the preceding anniversary year (1,264 regular hours for ten (10) month employees).
- d. Workers Compensation, Unpaid Leaves Excluded  
Workers' Compensation leaves and unpaid leaves of absence shall not be considered in determining continuous full-time years of employment, but both loss of seniority pursuant to Article 8.5 and unpaid leaves of absence in excess of ninety (90) calendar days shall be considered breaks in continuous employment.

5.7 Conversion of Sick days Upon Retirement, Resignation, Death

After one year of service, employees will be paid 1/3 of accumulated sick leave days upon their retirement. Retirement shall be defined to mean an employee who is eligible to commence receiving and submits documentation that he/she will actually receive pension benefits from the Michigan School Employees Retirement Fund within thirty (30) days following termination of employment.

After one year of service, employees will be paid 1/4 of their accumulated sick leave days upon leaving employment for reasons other than retirement.

Upon the death of an employee, the beneficiary or estate shall be paid one-half (1/2) of the deceased accumulated sick days.

5.8 Tuition Reimbursement (Ongoing Formal Education)

- a. Employee Eligibility: Full-time employees who have been with the District for at least one continuous year, with allowance for approved leave of absence, shall be eligible to receive tuition reimbursement for one course per semester up to a maximum of \$250.00.



COMPENSATION (continued)

- b. Application for Reimbursement: Application for tuition reimbursement shall be made in writing by no later than ninety (90) days following the completion of the semester enrolled in. Such requests shall be submitted on a Tuition Reimbursement Request Form. (See Appendix O)

The maximum lifetime benefit a bargaining unit member may receive under this section is \$5,000.

Tuition reimbursement shall be available for courses not available through Adult and Community Education programs. Employees will take pre-approved classes to help upgrade the skills in performing their job function.

ARTICLE 6. WORK SCHEDULE

- 6.1 Time schedules for opening and closing offices and departments shall be fixed by the administrator directly in charge, with the approval of the Superintendent of Schools. Schedules will be posted for the ensuing year before the end of the school year whenever possible.
- 6.2 Elementary School: The normal work day shall be eight (8) hours. The normal work week shall be forty (40) hours. If changes are deemed necessary, such alteration shall be made by the Superintendent, after discussion with the union.
- 6.3 Middle and Senior High, Board Office and Special Services: The normal work day shall be eight (8) hours. The normal work week shall be forty (40) hours. If changes are deemed necessary, such alterations shall be made by the Superintendent of Schools.
- 6.4 Lunch Period: Employees covered by this agreement shall be entitled to a thirty (30) minute paid duty free lunch period away from their work station. The starting time for the lunch periods shall be scheduled by the administrator, director, or supervisor of the office to which each employee is assigned. Of the two ten (10) minute breaks to which administrative assistants are entitled; administrative assistants may take one of them and add it to their lunch with the approval of their building administrators.
- 6.5 Rest Break: A rest break of ten (10) minutes in the morning session and ten (10) minutes in the afternoon session shall be granted. The time of the break will be at the mutual convenience of the administrator and the employee concerned.
- Breaks are not to be combined or accumulated. It is recommended that the break be scheduled at the midpoint of each session. Offices having more than one employee should stagger the break.
- 6.6 Work Year:  
The work year for ten-month secretaries shall start ten days before staff, and end from between 5 and 7 days after staff, or any additional days (up to 10 (ten) days) as necessitated by the secretary but with the approval of administration.

ARTICLE 7. LEAVES

- 7.1 Sick Leave. Seniority bargaining unit members shall be entitled to sick leave accumulation at the rate of one (1) day per month of active work, but the employee shall follow the call-in provision set forth in Article XVII (17.5). One day a month shall be credited on the second day of work each month for the employees and authorized sick days shall accumulate for one year up to a maximum of 192 days in 1994/95 and 197 in 1995/96 and 200 in 2007. All requests for sick days shall be submitted and approved by the employee's supervisor and proof of illness may be requested after five (5) days of absence.

A paid sick day shall be determined by multiplying the individual employee's hourly rate times the employee's normally scheduled hours of work on that day of absence (i.e., excluding all hours which are scheduled on the day of absence but which are beyond the normally scheduled hours of that employee.)

After the one hundred twenty (120) day probationary period is complete (probation period must be extended to cover absent days used during this period), employee will be entitled to one sick day per month and personal business days retroactive to the date of hire. Employees will not be compensated for days absent from work during the probationary period nor can retroactive days be applied to provide compensation for absent days taken during the probationary period.

- 7.2 Personal Business. Personal business leave of three (3) days each year without loss of pay shall be granted in cases where such business cannot be conducted after work hours or on weekends. Personnel requesting business days shall give adequate notice together with a reason for the time off. Unused personal business days shall be accumulated as sick days.

Personal business days shall be granted on a pro-rated basis for new employees who commence work at such time that would prevent the employee from completing a full work year for that position.

Personal business days shall not be used to extend a scheduled break unless there are extenuating circumstances.

LEAVES (continued)

- 7.3 Extended Health Leave. Any employee whose personal illness extends beyond the period compensated under Paragraph 7.1 above, and has a minimum of one (1) year continuous employment in the School District, shall be granted a health leave, upon written request, and a physician's recommendation for the time period necessary for the employee to recover from the illness or disability, but in no event shall the leave extend a maximum of one (1) year without the approval of the Board, or its designee. Any health leave granted under this section shall be without pay or fringe benefits except for Article XI (11.8).
- 7.4 Verification of Illness. The Superintendent or the Superintendent's designee, may, at any time during the leave, require an employee to submit from the employee's physician, pertinent medical records and, at the District's expense, to be examined by a District-appointed physician, psychologist, or other professional to determine if the employee is disabled, mentally or physically, or ill to the extent of being unable to perform the normal daily duties and functions.
- 7.5 Five Consecutive Day Absence. In the event of an absence of an employee due to personal illness or disability of five (5) consecutive working days, then, at the employee's expense, the Superintendent or designee, may require the employee to provide a physician's statement setting forth the specific illness or disability and the expected length of the absence. Before returning to work, the employee, at one's own expense, shall provide a physician's statement indicating ability to resume his/her duties.
- 7.6 Advance Request for Extended Illness/Disability Leave. If an employee reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than fifteen (15) working days due to personal illness or disability, he/she shall immediately notify the Human Resource Department of this fact, and shall provide the Human Resource Department, at his/her expense, with a physician's statement setting forth the specific illness or disability, the date the employee's disability will commence, and the expected length of the absence. In the case of a disability due to pregnancy, it is expected that an employee will comply with this section at least six (6) months before the expected date of birth.
- 7.7 Return from Extended Leave. Upon recovery from the illness or disability within the time limits granted in the leave and upon submission of the physician's statements, the employee will be assigned consistent with the provisions of Article 9.

LEAVES (continued)

- 7.8 Written Request for Leave; Failure to Return. In all cases where an employee is ill or disabled, he/she must request a leave of absence in writing. Failure of the employee to return to work on the date set forth by the District may result in disciplinary action.
- 7.9 Abandonment/Loss of Job. Notwithstanding any other provision of Article 7 to the contrary, in the event an employee is requested by the District, at any time, to fill an available position in the bargaining unit, in the employee's classification, following the employee's recovery from the illness or disability, and the employee does not report to work in that position on the designated date set forth in the notification, then such employee shall have no further rights of reinstatement. The employee's failure of acceptance shall be deemed as a resignation of employment.
- 7.10 Compensation for Sick Days. Notwithstanding any other provision of this contract to the contrary, compensation for sick days shall only be paid the employee if he/she would have been otherwise scheduled to work, but for the illness or disability.
- 7.11 Resolution of Disputed Sick Leave Eligibility. If the employee's absence is, or can be reasonably expected to be, more than thirty (30) working days, and the School District disputes the fact that the employee is unable to work, the Union or the School District may appeal this issue to the American Arbitration Association by filing a Demand for Arbitration with the American Arbitration Association, and simultaneously serving a copy upon the other party. The Demand for Arbitration shall set forth the nature of illness or disability which is in dispute.

Upon the filing of the Demand for Arbitration, the American Arbitration Association shall submit to the parties a list of five (5) or more arbitrators who shall be physicians specializing in the illness or disability which is in dispute. Within fifteen (15) calendar days after receiving the list of physician arbitrators, the parties shall return the list to the American Arbitration Association, setting forth their choice of the Arbitrator in order of preference. If the parties do not agree upon an Arbitrator, then the physician arbitrator shall be selected by the American Arbitration Association in any other manner it deems best.

LEAVES (continued)

In cooperation with the parties, the American Arbitration Association shall establish a hearing date, and the Arbitrator shall hold a hearing and render his/her decision within thirty (30) calendar days after the hearing has been closed.

It shall be the sole and only function of the Arbitrator, after due investigation, to render a decision whether the employee was ill or disabled to the extent that he/she was, remains, or will be disabled to the extent that he/she was, is, or will be unable to perform his/her daily duties and functions. If the Arbitrator's decision is in favor of the School District, the Arbitrator's decision shall require the employee to return all monies expended by the School District in paying any salary and fringe benefits during the time the employee was not disabled or ill. Any disciplinary action the School District shall take shall not be decided by the Arbitrator under this provision.

The cost for the services of the physician Arbitrator, including per diem expenses, and the costs for filing the Demand for Arbitration, shall be borne equally by the School District and the Union. All other expenses shall be borne by the parties incurring them, and neither party will be responsible for the expenses of the witnesses called by the other.

There shall be no appeal from the physician Arbitrator's decision, it shall be final and binding on the Union, its members, the employee involved, and the School District if the decision is within the scope of the physician Arbitrator's authority as set forth above.

- 7.12 Dispute Regarding Illness. If the School disputes the illness or disability of the employee, and the absence of the employee will be, is, or was reasonably expected to be less than thirty (30) working days, then the issue shall be resolved according to Article 18 and will not be subject to resolution by Article 7.11 above.
- 7.13 Definition of "Physician". As used herein, the term physician shall refer to a licensed physician M.D., or a licensed osteopath O.D., or to a hospital or clinic wherein the employee was treated by a licensed physician or osteopath.

LEAVES (continued)

- 7.14 Unpaid Personal Leave. A personal unpaid leave for other than extending a regular vacation may be applied for by submitting a written statement. The request stating the reason shall be submitted to the Superintendent or delegated representative accompanied by an endorsement signed by the immediate supervisor. The leave may be granted if the operation of the office is not impaired by such leave of twenty-one (21) calendar days or less. This leave, if covered by the Family Leave and Medical Act (FLMA) will be granted in accordance with the law. In the event of extenuating circumstances, exceptions may be made to extend leaves. Provided, however, the Superintendent or designee's decision regarding the personal leave other than those covered by the FLMA shall be final and not subject to the grievance procedure. The granting of such leave shall not result in the interruption of Board-paid fringe benefits, provided the duration of said leave does not exceed thirty (30) calendar days. In cases covered by the FLMA, benefits will be provided in accordance with the law.

An employee returning from a non-medical unpaid leave of sixty (60) calendar days or less shall have the right to return to his/her same position. An employee returning from a non-medical leave of more than sixty (60) calendar days shall have the right to return to a position in the same classification and may displace the least senior person in that classification that does not result in an increase in hours and work year. If no one is less senior, he/she may displace someone less senior in a lower classification for which qualified.

- 7.15 Funeral Leave. A full-time employee shall be allowed up to five (5) consecutive working days for the necessary attendance at the funeral of an immediate family/step immediate family member. Two (2) additional work days shall be granted for death of a spouse. An immediate family/step immediate family member shall be defined as including spouse, son, daughter, son-in-law, daughter-in-law, mother, father, including parents of a legally adopted child, sister, brother, grandparents, grandchildren, brother-in-law, sister-in-law, father-in-law, or mother-in-law. One (1) funeral day shall be allowed for other death.
- 7.16 When a Leave Impacts Advancement on Wage Schedule. Increment shall be granted for the above leaves if the employee completes one-half (1/2) his/her yearly working schedule during the year in which the leave is granted.

LEAVES (continued)

- 7.17 Association Business Leave. The Board shall release designated association representatives up to a maximum of five (5) days per year to conduct association business. Such released time shall be taken at the discretion of the association leadership without loss of pay or benefits, provided that the affected administrators are notified in advance.

The union president will notify the Human Resource Department of the union business two (2) days prior to the absence and no more than three (3) consecutive school days may be taken at one time.

The president may request an additional five days from the superintendent, or designee. If additional days are granted, the union shall promptly pay the school district for the cost of the substitute Administrative Assistant, if one is necessary. It is expected that this time will be used to benefit both the union and the district by improving personnel relations.



ARTICLE 8. SENIORITY AND LAYOFF

- 8.1 Definition of Seniority. Seniority shall be defined for purposes of this Agreement to mean the length of an employee's service with the Employer in positions included within the bargaining unit after the employee has completed the probationary period. Upon the completion of the probationary period, employees shall be placed on the seniority list as of the first day worked. In the event more than one employee has the same first day worked, the Union shall conduct a drawing at the end of the probationary period among the affected individuals to determine the correct position on the seniority list.
- 8.2 Probationary Period. The probationary period for new hires, effective July 1, 2002 shall be 120 calendar days.
- There shall be two written evaluations during the probationary period (120 calendar days) for all new employees.
- These evaluations shall include specific areas of deficiencies, specific areas of accomplishment, and opportunities for improvement.
- 8.3 No Just Cause During Probationary Period. During the probationary period, the employer shall have the sole right to discharge, discipline, transfer, demote, or layoff employees for any reason without regard to provisions of this agreement and no grievances shall arise therefrom.
- 8.4 Termination of Probationary Employees During a Layoff. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in the work force and there shall be no requirement for the employer to rehire. In the event they are rehired at a later date, they shall be treated as new employees.

SENIORITY AND LAYOFF (continued)

- 8.5 Loss of Seniority. An employee shall be terminated and lose his/her seniority rights if he/she:
- a. quits;
  - b. is discharged;
  - c. is laid off for a period of eighteen (18) months or length of his/her seniority, whichever is greater;
  - d. fails to accept recall from layoff or fails to report for work at the designated time after acceptance of recall;
  - e. is absent for two (2) consecutive work days, without notice and fails to provide a reasonable excuse;
  - f. fails to return from an authorized leave of absence, vacation, or sick leave at the designated time set by the employer or works while on a leave of absence for another employer without the Superintendent of Schools' prior permission;
  - g. has an unexcused absence from work without properly notifying the School District according to the call-in procedure set forth in Article XXIII, Section 5, of this agreement.
- 8.6 Change of Address/Phone Number. It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The employee's address and telephone number, as it appears on the Employer's records, shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.
- 8.7 Accepting Employment Outside the Bargaining Unit. An employee in the bargaining unit who is transferred to a job outside the bargaining unit shall retain but not accumulate seniority up to ten (10) years, whether such transfer was made before or after the Union was first recognized as a bargaining representative for the unit. If such employee is later transferred back to the bargaining unit, he/she may exercise his/her frozen seniority credits. This clause shall not be construed to limit the Employer's right to terminate the employee for any reason while assigned to a job outside the bargaining unit and no grievance shall arise nor shall the employee have a right to return to the bargaining unit.

The three current unaffiliated staff administrative assistants are grandfathered into current language. If such an employee is later transferred back to the bargaining unit within ten (10) years, he/she may exercise her frozen seniority credits.

SENIORITY AND LAYOFF (continued)

- 8.8 Layoffs. In the event the Employer elects to layoff employees in a given classification, the employees shall be laid off according to lowest seniority. An employee laid off from a classification may exercise his/her District-wide seniority to bump an employee with less seniority in that classification or in a lower paid classification, if qualified per School District posting.
- 8.9 Notice of Layoff for Indefinite Period. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. The Local Union Administrative Assistant shall be mailed a list from the employer of the employees being laid off on the same date notices are issued to the employees. Vacation days may be used if the employee desires.
- 8.10 Notice of Layoff for Definite Period. Employees to be laid off for a definite period of time because of emergencies or unusual conditions will be given forty-eight (48) hours of notice prior to the layoff. In the event the layoff is due to a work stoppage by another bargaining unit, seventy-two (72) hours notice shall be given. The length of layoff will be told the employee. Vacation days may be used if the employee desires.
- 8.11 Notice of Recall/Failure to Return. In the event an employee on layoff is mailed a notice of recall, by registered mail, to his/her last known address on file in the Human Resource Department, and such employee does not notify the Human Resource Department in writing, by certified mail, return receipt requested, within five (5) days after such offer, of his/her acceptance, then such employee shall have no further rights of reinstatement unless approved by the Superintendent or designee in writing.

ARTICLE 9. TRANSFERS, JOB POSTINGS AND PROMOTIONS

- 9.1 Declaration of Vacancy. When the Superintendent of Schools or designee declares a vacancy in the bargaining unit, the Union president will be notified and a notice of job vacancy will be posted on the employee bulletin board for seven (7) working days. Copies of the posting shall also be sent to each member of the bargaining unit via inter-office mail and via U.S. mail to laid-off employees. During the Summer recess period, the posting will be mailed to 10-month employees at their home address.

The notice shall set forth a description of the job; the qualifications for the job; and the hours and shift and rate of compensation. Employees who possess the ability and qualifications may bid on such jobs during the seven (7) working days the notice is posted on the employee bulletin board and no bid after the expiration date of the seven working days will be considered in filling the vacancy.

- 9.2 Qualifications and Seniority. When ability and qualifications are equal among the applicants, the bargaining unit member with the longest seniority in the bargaining unit shall be selected and given a trial period, not to exceed forty-five (45) actual working days, to determine if he/she is capable of performing the work. During the trial period, the School District may disqualify the employee at any time and no grievance shall arise, but the employee shall be allowed to return to his/her original classification. A conference will be held at the employee's request to discuss the disqualification.

- 9.3 Temporary Assignments:

- a. When the Superintendent of Schools or designee declares a vacancy in the bargaining unit, due to a leave-of-absence which is less than sixty (60) calendar days, then the vacancy need not be posted and may be filled by the School District with a substitute employee. If for medical reasons the leave of absence is sixty-one (61) to three hundred and sixty five (365) calendar days, then a declared vacancy shall be posted and filled with a temporary employee. The terms and conditions of work of temporary employees shall be governed by the provisions of Appendix L of this Master Agreement.

If a medical leave of absence extends beyond three hundred and sixty-five (365) calendar days, then the position shall be declared vacant and filled in accordance with 9.1 and 9.2 above.

## TRANSFERS, JOB POSTINGS AND PROMOTIONS (continued)

The employee on a long-term medical leave of sixty (60) to three hundred and sixty-five (365) calendar days shall have the right to return to the same position held prior to leave. An employee holding said position on a temporary basis shall have rights as provided in Appendix.

The employee on a medical leave of more than three hundred and sixty-five (365) calendar days, upon return, shall have the right to a position in the same classification and may displace the least senior person in that classification that would not result in a reduction or increase in hours or work year. If no position is available in the same classification, he/she may displace someone less senior in a lower classification for which qualified.

If the leave of absence is for non-medical reasons, and more than sixty (60) calendar days, then a vacancy shall be declared, posted and filled in accordance with 9.1 and 9.2.

An employee returning from a leave covered by FLMA, except as provided by this contract, shall be assigned to a position consistent with the law.

- 9.4 Involuntary Transfers. Involuntary transfers may be made for valid and demonstrable reasons after consulting with the Union on the proposed transfer and possible alternatives.

ARTICLE 10. VACATIONS AND HOLIDAYS

- 10.1 Twelve (12) month full-time employees who have completed at least one year of service by the eligibility date of July 1 - June 30 of each school year, but less than five (5) years of service, shall receive ten (10) days vacation with pay.
- 10.2 Twelve (12) month full-time employees who have completed four (4) years of service by the eligibility date of July 1 - June 30, of each year but less than ten (10) years of service, shall receive fifteen (15) days vacation with pay.
- 10.3 Twelve (12) month full-time employees who have completed nine (9) years of service or more by the eligibility date of July 1 - June 30 of each year, shall receive twenty (20) days of vacation with pay.
  - a. Ten month employees changing to a 12 month position shall immediately begin 12 month vacation schedule.
- 10.4 Eligibility for Vacation. To be eligible for a vacation or vacation allowance, the employee must have actually worked a minimum of 1480 regular hours, excluding overtime hours, during the preceding fiscal school year. An employee who actually works 1680 regular hours shall receive a full vacation or vacation allowance. An employee who actually works 1480 regular hours, but less than 1680 shall receive one-half (1/2) of his/her vacation or vacation allowance.
- 10.5 Vacation Allowance in Lieu of Vacation. The School District may, upon the consent of the employee, pay a vacation allowance based upon the formula set forth above in sections 10.1, 10.2, and 10.3 in lieu of a vacation with pay.
- 10.6 Approval of Vacations. Vacations will be granted as to not interfere with the efficient operations of the School District. However, if the School District, in its discretion, determines that there will be no interference and two or more employees request vacation at the same time, then the highest seniority employee's request will be granted.
- 10.7 Holiday during Vacation. When a paid holiday set forth in Article 10.10 falls during an employee's scheduled vacation, the vacation will be extended one day continuous with the vacation.

VACATIONS AND HOLIDAYS (continued)

- 10.8 Payday during Vacation. If a regular payday falls during an employee's vacation, the employee will receive that check or checks in advance before going on vacation. Should an employee change the vacation, the employee must make a request for his/her check two (2) weeks before leaving, if the employee desires to receive it in advance.
- 10.9 Vacation Year. The eligibility date for the vacation year shall begin on July 1 and end on June 30 of the next fiscal year.
- 10.10 Twelve (12) month full-time seniority employees shall be paid their regularly scheduled hours at their regular straight time hourly rate, exclusive of any overtime premiums, during the term of this Agreement for the following holidays:

New Year's Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Day before Thanksgiving, Thanksgiving Day, Friday following Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Year's Day, all mid-winter break days when school is closed. Election day and Martin Luther King, Jr. Day shall be recognized as holidays when placed on the school calendar as holidays.

Ten (10) month full-time seniority employees shall be paid their regularly scheduled hours at their regular straight time hourly rate, exclusive of any overtime premiums, during the term of this Agreement for the following holidays. Whenever the school year is continued and this extension covers a paid holiday which is granted 52-week employees, ten (10) month employees will receive holiday pay for the day in question:

Friday before Labor Day, Labor Day, day before Thanksgiving, Thanksgiving Day, Friday following Thanksgiving Day, Christmas vacation (10 days), Easter vacation (6 days), all mid-winter break days when school is closed, Memorial Day.. Election day and Martin Luther King, Jr. Day shall be recognized as holidays when placed on the school calendar as holidays. If the school calendar is altered in a way which requires a 10-month seniority employee to work on a paid holiday, the employee shall receive holiday pay in addition to the wages paid;

provided an employee meets all of the following eligibility rules provided below:

- a. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

VACATIONS AND HOLIDAYS (continued)

- 10.11 Holiday on a Saturday/Sunday. When any of the above enumerated holidays falls on a Sunday, and the day following is observed as a holiday by the State or Federal government, it shall be paid as such a holiday.

When any of the above enumerated holidays falls on a Saturday and the day preceding is observed as a holiday by the State or Federal government, it shall be paid as such a holiday.

- 10.12 Failure to Work on Holiday When Scheduled to Work. An employee who is scheduled to work on any holiday and does not work said day, shall receive no holiday pay for such day unless the employee submits a physician's statement certifying that he/she was seen by the physician on that day and was ill.

- 10.13 Pay for Work on Holiday. An employee required to work on any of the above named holidays shall receive straight time for all hours worked on such holiday in addition to holiday pay.

- 10.14 Act of God Days. In the event that school is not in session because an Act-of-God day has been declared by the Board of Education or the Superintendent, qualified members of the bargaining unit shall be eligible for no more than three (3) Act-of-God days per year.

Key personnel may be required to report to work in emergency situations. When key personnel are required to report in an emergency, there shall be no additional expense to the District.

- 10.15 Act of God Day. In the event an Act-of-God day coincides with a previously scheduled vacation day, the employee shall not be charged with a vacation day and shall have the right to reschedule the day at a later time.

- 10.16 Attendance at Annual Meeting. One-half (1/2) day per year shall be provided with pay for a bargaining unit to attend an annual meeting in December. The date shall be approved by the Superintendent or designee after discussion with the union.



ARTICLE 11. INSURANCE

11.1 Health Insurance and Prescription Drugs. Effective November 1, 2007, the School District will assume the cost for health care protection within the benefits of the Blue Cross Blue Shield Community Blue PPO Plan I and a prescription drug benefit with a co-payment of \$10/\$10/\$40 through the Pharmacare Prescription Drug Plan.

2008 - 2009 - Health Insurance Reopener

2009 - 2010 - Health Insurance Reopener

Commencing on the 61<sup>st</sup> day, new employees shall be entitled to full fringe benefits.

11.2 No Double Coverage. In order to avoid double hospitalization coverage, employees will be required to certify, in writing to the Human Resource Department at the time of enrollment, that they are not covered by another insurance carrier under a spouse, parents', or guardians' insurance plan (employees who become covered subsequent to their enrollment shall notify the Human Resource Department of this fact). Those employees who are covered under a separate insurance plan, providing at least substantially the equivalent benefits as the School District's plan, shall be required to sign a waiver of entitlement to hospitalization.

11.3 Change of Carrier. During the term of this Agreement, the School District shall have the right to change the hospitalization carrier as long as the new carrier policy provides equal or better benefits as set forth in 11.1 above.

11.4 Term Life Insurance. The School District will select an insurance carrier and pay the premiums to provide \$30,000 of term life insurance for full-time seniority employees.

11.5 Benefits Listed in Insurance Policy. The benefits provided in this Article shall be subject to the terms and conditions specified in the insurance policy.

11.6 No Cash Reimbursement if Not qualified to Receive Benefits. The benefits provided for in sections 11.1 (health insurance and prescription drugs) and 11.4 (term life insurance) shall be by way of fringe benefits with no cash reimbursement for those employees who do not qualify.

INSURANCE (continued)

- 11.7 Continuation of Benefits During Unpaid Sick Leave. Insurance (hospitalization and term life) coverage will be paid for a three (3) month period starting with the first day of unpaid sick leave.
- 11.8 Long-Term Disability Insurance. The School District will select an insurance carrier and pay the premiums to provide a long-term disability policy which contains, among other provisions, the following:
- a. Benefit of 65% of the employee's salary not to exceed \$2,240 per month for a 12-month period.
  - b. The benefits shall be up to the completion of the school year in which the employee becomes age 65.
  - c. Shall cover existing conditions.
  - d. Shall cover both occupational and non-occupational disabilities.
  - e. Contain an occupational rehabilitation waiver of no more than three (3) years.
  - f. Shall have a 90-calendar day waiting period before employee is eligible for benefits.
  - g. Shall have an additional 20 calendar days waiting period for recurrence of the same disability.
  - h. Shall cover disabilities that result from illness or injury.
  - i. Social Security Freeze.

INSURANCE (continued)

11.9 Dental Insurance. The School District will select an insurance carrier and pay the premiums to provide a dental insurance policy which contains, among other provisions, the following:

- a. 80% of the basic dental, diagnostic and preventive services shall be paid by the carrier (maximum benefit \$1,000 per person per year). Exclusions are:
  - 1. Oral Hygiene Instruction
  - 2. Experimental Treatment
  - 3. Dietary Planning
  - 4. Cosmetics
- b. 80% of Prosthetic Services to be paid by the carrier. Exclusions are:
  - 1. Lost, misplaced or stolen prosthetics.
  - 2. Additional costs for gold.
- c. 60% of Orthodontic. Maximum benefit \$1000 per person per lifetime.

11.10 Vision Care. The School District will select an insurance carrier and pay the premiums to provide a vision care policy which contains, among other provisions, the following:

- a. Examination \$35.00
- b. Regular Lenses 56.00 per pair
- c. Bifocal Lenses 90.00 per pair
- d. Trifocal Lenses 110.00 per pair
- e. Frames 55.00 per pair
- f. Contact Lenses 115.00 per pair
- g. If Medically Required 200.00 per pair

INSURANCE (continued)

- 11.11 Cash in lieu of Health Insurance and Prescription Drugs. An employee may elect to waive coverage provided in 11.1, above (Health and Prescription coverage) and receive eight hundred dollars (\$800) per year. This benefit shall only be available to an employee who has or can obtain medical coverage from another source other than the Southgate Community School District.
- 11.12 Cash in lieu of Prescription Drugs. An employee may elect to waive the prescription coverage, only (not the health coverage), provided in 11.1 above and receive four hundred dollars (\$400) per year. This benefit shall only be available to an employee who has or can obtain prescription coverage from another source other than the Southgate Community School District.
- 11.13 Cash in lieu of Health Insurance. An employee may elect to waive the health coverage, only (not the prescription coverage), provided in 11.1 above and receive four hundred dollars (\$400) per year. This benefit shall only be available to an employee who has or can obtain health coverage from another source other than the Southgate Community School District.
- 11.14 Cash in lieu of Dental and Vision Insurance. An employee may elect to waive the coverage provided in 11.9 (Dental) and 11.10 (Vision) above and receive two hundred (\$200) per year. This benefit shall only be available to an employee who has or can obtain dental and vision coverage from another source other than the Southgate Community School District.
- 11.15 Section 125 Plan. The district shall provide to bargaining unit members a qualified plan under Section 125 of the Internal Revenue Code that includes the following:
- a. Cash option plan (for cash in lieu of health insurance)
  - b. Medical spending account (for medical costs not covered by insurance)
  - c. Dependent care reimbursement

Bargaining unit members selecting any of these benefits shall do so through a salary/wage reduction agreement.

This shall become effective January 1, 2005.

ARTICLE 12. JURY DUTY

- 12.1 An employee shall be granted a leave of absence for jury duty.
- 12.2 A seniority employee who serves on jury duty on a day he/she would have been otherwise scheduled to work shall either be paid the difference between his/her pay as a juror for that day and his/her regular pay or, at the District's option, endorse over the juror's pay to the District and be paid his/her regular pay.
- 12.3 The School District reserves the right to ask to have the employee excused from jury duty and the employee agrees to assist the School District in this effort if requested.
- 12.4 To be eligible for jury duty pay differential, the seniority employee must furnish the Employer with a written statement from the appropriate public official, listing the dates the employee received pay for jury duty.
- 12.5 Days with pay not chargeable against the Administrative Assistant's accumulative sick leave shall be granted for court appearance as a nonparty subpoenaed witness or as a party defendant when the lawsuit is incident to the Administrative Assistant's employment provided, however that the District shall only be obligated to pay an amount equal to the difference between the Administrative Assistant's salary as computed on a daily basis and any witness fee paid. When an Administrative Assistant receives a witness fee under this section, he/she shall endorse the check over to the District and receive the regular paycheck.

Court appearances that result from the union and/or employee filing an action against the School District and/or Board of Education, and court appearances as a party defendant when the employee is found or pleads guilty/no contest or when the employee is found liable for intentional tortious conduct (e.g., assault and battery), shall be excluded from coverage under this section.

ARTICLE 13.           WORKER'S COMPENSATION

- 13.1     An employee who is injured on the job, which is compensatory under Workman's Compensation, shall not be entitled to wages, sick days or sick day accrual, paid holidays, paid vacation or vacation accrual, or other forms of compensation which may be provided for in this Agreement.

ARTICLE 14.           GRIEVANCE PROCEDURE

- 14.1     Definition. A grievance is defined as an alleged violation of a specific provision of this Agreement. This grievance procedure shall not be applicable to any situation where the employee has a remedy to a governmental agency, where the Board is without legal authority to take the action sought, or to remedy a complaint where the matter complained of is not covered by this Agreement.
- 14.2     Right to Discuss Grievance. Nothing contained herein will be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any supervisory or administrative personnel and having the grievance adjusted without intervention of the Union, provided the Union is given the opportunity to be present at such adjustment.
- 14.3     a.     Step 1. Immediate Supervisor. In filing a grievance, the employee or the Union shall first present the grievance in writing, on form provided by the District, to his/her immediate supervisor within ten (10) days after the occurrence of the alleged violation of the contract. The grievance shall state the facts giving rise to the grievance, the date the grievance occurred, the articles and sections of the contract alleged to be violated, and shall be signed by the grievant and local Union Steward. Within ten (10) days following receipt of the grievance, the supervisor shall mail or deliver to the employee a written answer.
- b.     Step 2. Superintendent. If the grievant is not satisfied with the supervisor's written answer, or if no answer was given by the supervisor within the time limit, the grievant may appeal the grievance to the Superintendent, or designee, by filing the grievance with the Superintendent's office within five (5) days following receipt of the supervisor's answer, or if no answer is given within five (5) days from the date the answer should have been given. Within ten (10) days, the Superintendent or a designee shall meet with the Steward, Business Agent, and the grievant at its request to discuss the grievance and the Superintendent or a designee shall answer the grievance within ten (10) days following the meeting or the receipt of the grievance, whichever is later, by mailing or delivering the answer to the aggrieved and Business Agent.

GRIEVANCE PROCEDURE (continued)

- c. Step 3. Board of Education. If the grievant is not satisfied with the Superintendent's or designee's answer, the Union may appeal the grievance to the Board of Education by delivering to the Superintendent's office the appeal with seven (7) days after receipt of the Superintendent's or designee's answer. The appeal should state the reason why the Union does not agree with the Step 2 answer and shall be signed by the Business Agent. The Board of Education shall consider the grievance at its next regularly scheduled meeting, or twenty (20) days, at the Board's option, and shall answer the grievance in writing by mailing to the Union its answer within five (5) days after reaching its decision.
  - d. Step 4. Arbitration. If the Union is not satisfied with the Board's written answer, it may appeal the grievance to binding arbitration by filing a demand for arbitration with the American Arbitration Association, and delivering a copy to the Superintendent or designee's office, within thirty (30) days after receipt by the Union of the Board's written decision.
- 14.4 Discharge/Suspension of Seniority Employee. In the event of a discharge or a suspension of a non-probationary employee, a grievance shall be initiated at Step 2 of the grievance procedure by the employee filing a grievance with the Superintendent's office within five (5) days of the discharge or suspension. Thereafter, Step 2 and all other steps of the grievance procedure shall apply.
- 14.5 Selection of Arbitrator. The Arbitrator shall be selected in accordance with the rules of the American Arbitration Association governing labor disputes. The costs for the service of the Arbitrator, including per diem expenses, shall be borne equally by the parties and all other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.
- 14.6 Powers of Arbitrator. It shall be the function of the Arbitrator, and shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement, but he/she shall not add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

He/she shall have no power to establish or change salary scales or to change any practice, policy, or rule of this Employer not in violation of this Contract; not to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule, or any action taken by the Employer, nor shall he/she rule on matters within the rights of the Employer as set forth in Article XV or matters which have been excluded from the grievance procedure or arbitration.

GRIEVANCE PROCEDURE (continued)

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first issue a decision on the question of arbitrability before concluding a hearing on the merits. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merit.

- 14.7 Appeal of Arbitration Award. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding upon the Union, its members, the employee or employees involved, and the Employer.
- 14.8 Failure to File Timely. Any grievance not advanced to the next step by the employee and/or Union within the time limit in that step shall be deemed withdrawn with prejudice. Time limits may be extended by the Employer and the Union in writing; then the new date shall prevail.
- 14.9 Binding Agreement. Any agreement reached between the Employer and the Union representative is binding on all employees affected and cannot be changed by any individual.
- 14.10 Grievances arising under this Article shall be processed during mutually agreed times.
- 14.11 Claims for Back Wages. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of the back pay. The Employer shall not be required to pay back wages prior to the date a written grievance is filed. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as a representative grievance by mutual written agreement by the parties.
- 14.12 No more than one such grievance or dispute may be submitted in one arbitration proceeding except by written agreement of the parties.



ARTICLE 15. MANAGEMENT RIGHTS

15.1 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the District except those which are clearly and expressly relinquished herein by the District, shall continue to vest exclusively in and be exercised exclusively by the District without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the District's right to:

- a. The management of the School District and the direction of the working forces, including but not limited to the establishment and enforcement of working rules, the assignment of work to employees, the right to hire, promote, discharge, discipline, layoff and recall employees and to maintain discipline and efficiency, the scheduling of hours and shifts, the determination of the number and kinds of classifications to be established, or continued, the number of employees in such classifications and the work to be performed within the classification.
- b. To determine the amount and size of the management organization; determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distribution or disseminating; methods and standards of operation; the means, methods, and processes or carrying on the work; and the institution of new and/or improved methods or changes therein; determine the number and location or relocation of its facilities and schools, including the establishment and closing of such schools and facilities; determine the place where work is to be performed and the distribution of work, and the source of materials and supplies; determine the policy affecting the selection and training of employees.

ARTICLE 16. NO STRIKE - NO LOCK OUT

- 16.1 During the term of this Agreement, the Union will not cause or permit its members to cause, nor will any employee of the bargaining unit take part in any work stoppage, strike, sympathy strike, slowdown, picketing, refusal to do assigned work or other interruptions of the work of the Employer.
- 16.2 The Employer agrees that it will not lock out any employee during the term of this Agreement because of any dispute or disagreement that may arise between the Employer and the Union.
- 16.3 Any employee or employees who engage in any such prohibited conduct under this Article shall be subject to discipline or discharge. The issue, whether an employee has violated this Article, may be grieved to arbitration; but, if the Arbitrator finds that there was a violation, then the arbitrator shall have no authority to alter, amend, or reduce the disciplinary action or discharge.

ARTICLE 17. MISCELLANEOUS PROVISIONS

- 17.1 **Invalidity.** If any article or section of this Agreement, or any appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any appendix thereto, or the application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby; provided, however, the parties agree to bargain concerning any article or section held to be invalid.
- 17.2 **Past Practices.** This Agreement supersedes and cancels all previous agreements between the parties, verbal or written, or based on alleged policies or practices.
- 17.3 **Mutual Agreement to Reopen Negotiations.** The parties acknowledge that during the negotiations of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, 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 by this Agreement and with respect to any subject or matter not specifically referred to in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Provided, however, by mutual agreement of the parties, this Agreement may be reopened for negotiations; but any amendment or supplemental agreement shall not be binding unless executed in writing and ratified by both parties.
- 17.4 **Gender Neutrality.** It is the intent of the parties that the agreement be gender neutral. Thus, the use of words referring to either the female gender or the male gender shall be read to include both.
- 17.5 **Reporting Absences.** When an employee is unable to be at work on a day that he/she is scheduled, he/she shall contact the person previously designated by the Human Resource Department not later than one hour prior to starting time.

MISCELLANEOUS PROVISIONS (continued)

- 17.6 Summer Substitutes. When substitutes are needed during the summer months, bargaining unit members who have requested work will be offered such work on a rotating seniority basis. The rate of pay shall be at the bargaining unit member's hourly rate.
- 17.7 Non-Discrimination. The District and the Union agree not to discriminate against any member, as established by law, on the basis of race, creed, religion, color, national origin, disability, age or sex. The alleged violation of this section shall be processed in accordance with Board policy.
- 17.8 Americans With Disabilities Act. The School District and the Union shall abide by the Americans with Disability Act, and the employer has the right to take those actions necessary to comply with the ADA.
- 17.9 Tuberculosis. As a condition of employment, members of the Union shall, once every three years, provide evidence of freedom of tuberculosis.
- 17.10 No Smoking. Bargaining unit members shall not smoke on school property.
- 17.11 Dispensing of Medications. The dispensing of medication to students and/or the performance of medical procedures shall be in accordance with Board Policy.
- 17.12 Separate check will be issued in December for longevity.

ARTICLE 18. WAGES

- 18.1 There shall be no wage increase for the 2003-04 contract year. The wages for the 2004-05 and 2005-06 contract years shall be as shown in Appendix A.

Effective July 1, 2006 the wage schedule for Class 3 Secretaries for the 2006-07 contract year shall be at least equal to that of the Southgate Tier I custodial bargaining unit members for the same contract year. The wages of Class 2 and Class 4 for the 2006-07 year shall be the same proportion to Class 3 as they were in the prior year.

If the custodian bargaining unit does not ratify a newly negotiated Agreement by July 1, 2006 then the currently negotiated Tier I custodian wage of \$19.50 shall be the 2006-07 rate of pay for Class 3 Administrative Assistants, with Classes 2 and 4 being proportionate as above. When the custodians do ratify a newly negotiated Agreement for the 2006-07 contract year with a higher wage, then the Class 3 Administrative Assistant wage shall be retroactively equal to that wage, and Classes 2 and 4 shall be proportionate.

- 18.2 In the event a bargaining unit member transfers to a higher classification in the unit, he/she will be assigned to the same step of the salary schedule.
- 18.3 A Step is one regular school year or its equivalent. Ten-month bargaining unit members must work at least 103 days within a school year to earn credit for a full year. Twelve-month employees must work 130 days within a school year to earn credit for a full year. Step advancement shall occur on the employee's anniversary date.

WAGES (continued)

- 18.4 For purposes of this Agreement and compensation, the bargaining unit shall contain job classifications. The classifications and the positions contained therein shall be as outlined below:

CLASSIFICATION 2:

Receptionist/Clerk - Administration Bldg.  
Payroll Assistant - Board Office

CLASSIFICATION 3:

Administrative Assistant to Student Services/Middle School  
Administrative Assistant to Student Services – High School  
Administrative Assistant to Student Services/Adult Education  
Administrative Assistant to Director of Technology  
Administrative Assistant to Curriculum Director  
Administrative Assistants to Asst. Principals - High & Middle Schools  
Administrative Assistant to Voc-Ed Director  
Administrative Assistant to Athletic Director  
Administrative Assistant to Buildings, Grounds & Transportation  
Administrative Assistants to Elementary Principals  
Administrative Assistant to Director of Adult Education  
Administrative Assistant to Director of Special Services  
Administrative Assistants to Principals - High & Middle Schools  
Administrative Assistant to High School Counselors

CLASSIFICATION 4:

Bookkeeper - Payroll  
Bookkeeper - Accounts Payable

- 18.5 Ten month bargaining unit members shall have the following options as to the payment of their wages:
- a. Bi-weekly payments during the work year
  - b. Twenty-six (26) equal payments annually

## ARTICLE 19. TESTING AND EVALUATION

### TESTING

- 19.1 All new hires in the District will be tested per posting prior to employment and the first day of work when said employment occurs between the months of September through June. During the months of July and August, a test shall be administered no later than fifteen (15) days after the first day of work.
- 19.2 Anyone bidding on a higher classification will be tested (i.e., General Office to Administrative Assistant, Administrative Assistant to Bookkeeper or Data Processing Operator) providing a recent test is not on file. Recent test shall be defined as one that has occurred within three years.

### EVALUATION FOR CLERICAL/SECRETARIAL UNIT MEMBERS

- 19.3 The evaluation of the work of members of this unit is the responsibility of the administration. In order that each member may be aware of personal strengths and weaknesses, a written evaluation will be given to each first year member with prior notification of intent to evaluate by the administrator. After the first year, members will be evaluated at least once a year, although evaluation of administrative assistants/clerical personnel is actually a year-long process done on a daily basis.

The written evaluation will include a statement of the improvements desired. Conference shall take place with the member and supervisor following each evaluation, a follow-up evaluation based on the improvements desired shall be done as needed. The member has the right to respond in writing to the evaluation and have the response attached to the evaluation.

- 19.4 The member's signature denotes that the member has seen the evaluation. The signature does not mean that the member agrees with the contents of the evaluation.

Evaluations shall take place prior to June 1 of each work year.

EVALUATION FORM

EVALUATION OF \_\_\_\_\_ DATE \_\_\_\_\_

CURRENT ASSIGNMENT \_\_\_\_\_

Quality	Excellent	Good	Average	Needs improvement
1. Clerical/secretarial skills, etc., shorthand, typing ability, appearance of typed correspondence, forms, etc.				
2. Relationship and ability to work with co-workers in a positive manner.				
3. Ability to work with parents, students, etc., in a positive and friendly manner				
4. Telephone personality - conveys a positive feeling over the phone about the school and the district.				
5. Ability to complete tasks assigned in a timely fashion.				
6. Ability to handle numerous assignments/duties at the same time.				
7. Care of office machinery (appearance, management, upkeep of same).				
8. Appearance of office where Administrative Assistant works - neat, attractive, as this applies to the ability of the Administrative Assistant to maintain it.				
9. Employee's attitude - willingness to cooperate on all assigned duties with supervisor and co-workers.				
10. Confidentiality regarding students and all work in the office/district.				

COMMENTS \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Principal's/ Supervisor's Signature

\_\_\_\_\_  
 Employee's Signature

Supplementary comments attached \_\_\_\_\_

Rebuttal attached \_\_\_\_\_



ARTICLE 20. BUILDING COVERAGE

In the absence of the building administrator, the district procedure is as follows:

1. A backup administrator (teacher) shall be identified at the building level.
2. If a building backup is not available, an administrator from another building shall be identified to contract for emergencies.
3. Any medical emergency, or acts of violence, should be handled by contacting emergency services through 911; then Central Office should be contacted.
4. In the absence of building administrators, building decisions shall be made as follows:
  - a. Backup administrator (teacher in building)
  - b. Outside administrator
  - c. Superintendent or designee

ARTICLE 21. TERMINATION

This Agreement shall become effective upon ratification by the Board of Education of the Southgate Community School District and shall continue in full force and effect from July 1, 2007 up to and including June 30, 2010.

On July 1, 2010, the Agreement shall terminate unless the parties enter into a written extension of agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this, the date shown below.

SOUTHGATE SECRETARIES  
ASSOCIATION/MEA/NEA

SOUTHGATE COMMUNITY SCHOOL  
DISTRICT

\_\_\_\_\_  
Kim Carroll, President

\_\_\_\_\_  
Edward J. Gawlik Jr., President

\_\_\_\_\_  
Vicki Pajor, Vice President

\_\_\_\_\_  
Joel D. Bergeron, Secretary

\_\_\_\_\_  
Karen Ramirez, Secretary-Treasurer

\_\_\_\_\_  
Eli Grier, UniServ Director, MEA

\_\_\_\_\_  
David Peden, Superintendent

\_\_\_\_\_  
Date

Type of Election

SOUTHGATE COMMUNITY SCHOOLS Consent Agreement  
 - and -  Commission Direction  
 SERVICE EMPLOYEES INTERNATIONAL UNION,  
 LOCAL 79,  
 IAFL-CIO Case No. R83 L-300  
 - and -  
 MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (MESPA)

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter by an Agent of the Michigan Employment Relations Commission in accordance with the Rules and Regulations of the Commission; and it appearing from the tabulation of election results that a collective bargaining representative has been selected.

Pursuant to authority vested in the Michigan Employment Relations Commission, IT IS HEREBY CERTIFIED that

MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

has been designated and selected by a majority of the employees of the above-named employer, in the unit described below, as their representative for the purposes of collective bargaining, and that, pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

UNIT:

ALL FULL-TIME AND REGULAR PART-TIME SECRETARIES, GENERAL OFFICE EMPLOYEES, BOOKKEEPERS, ASSISTANT BOOKKEEPERS, AND DATA PROCESSING OPERATORS.

Excluding two (2) confidential employees (the Secretary to the Superintendent and the Secretary to the Business Manager) and all other employees not included above.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

By /s/ Morris Melmet

COPY TO:

Dated: April 24, 1984

BNA, MDOL, & AFL-CIO

Detroit Mediation

Gary P. King, Esq., 2900 Penobscot Building, Detroit, Michigan 48226.

Michael J. Haggerty, Esq., 1646 Penobscot Building, Detroit, Michigan 48226.

Ms. Maryann Ligato, M.E.S.P.A., P.O. Box 673, East Lansing, Michigan 48823.

casefile

## APPENDIX B

Southgate Secretaries Association/MEA/NEA - SENIORITY LIST

		DATE OF HIRE
1.	Dittmer, Patricia	04/23/79
2.	Wieland, Joyce	10/08/79
3.	Fritz, Barbara	08/26/85
4.	Ramirez, Karen	02/03/86
5.	Long, Pamela	08/25/86
6.	Carroll, Kimberly	06/19/89
7.	Hayhurst, Sue	01/31/92
8.	Grear-Pajor, Vicki	09/09/93
9.	Mault, Sandra	12/11/96
10.	Flynn, Roberta	11/25/97
11.	Coffey, Brenda	10/02/98
12.	Acheson, Robin	10/26/98
13.	Parrish, Sandra	10/26/98
14.	Robertson, Nancy	6/19/00
15.	Mannino, Carol	6/28/00
16.	Denman, Sarah	9/11/00
17.	Manard, Sherry	8/24/01
18.	Stanley, Charlotte	8/27/01
19.	Wilson, Judith	1/24/02
20.	McNees, Elizabeth	2/11/02
21.	Swistara, Connie	5/30/02
22.	Anderson, Karen	11/04/02
23.	Forgach, Sandra	8/16/04
24.	Kolomitz, Carla	8/21/06
25.	Grzechowski, Theresa	8/21/06
26.	Kowalik, Karen	8/21/06
27.	Shivel, Geraldine	1/29/07
28.	Begeman, Deborah	8/21/07

LETTER OF UNDERSTANDING

REGARDING  
VOCATIONAL EDUCATION/ATHLETIC SECRETARIAL POSITION

Due to financial considerations, a reduction in the numbers of full-time positions in the MESPA-Secretaries bargaining unit was effectuated for the 1992-93 school year. As a result, two previous full-time positions, that of Secretary to the Vocational Education Director and Secretary to the Athletic Director were combined into one position. In order to avoid significant disruption and redeployment of the remaining work force, the parties agree to the following:

1. The secretary assigned to the Athletic Director for the 1991-92 school year, Denise Setser, shall be reassigned to the new combination position, moved to the Vocational Education office with responsibility for both vocational and athletic secretarial duties.
2. Should both positions be restored to full time, Ms. Setser shall be given first consideration to return to either position. Therefore, the provisions of Article IX of the Master Agreement shall not be applicable. First consideration shall be available on a one time only basis. Ms. Setser shall have seven (7) working days to declare her intent upon receipt of notice of restoration of either position by certified mail. In the event only one of these positions is restored to full-time, Ms. Setser shall be reassigned to that full-time position. In the event the Board creates a new combination involving either position, Ms. Setser's rights to such a position shall only be as provided under Article VIII and IX. Any new combinations involving either position must be posted and filled as provided under Article IX.

FOR THE MESPA-SECRETARIES

/s/ Patricia Haynie  
MEA Uniserv Director

FOR THE SOUTHGATE COMMUNITY  
SCHOOL DISTRICT

/s/ Stanley J. Mazur  
Assistant Superintendent

LETTER OF UNDERSTANDING

The following provisions shall govern the terms and conditions of employment and work for temporary employees as provided in Article 9, Section 3:

1. A temporary employee shall be hired upon the sixty-first (61st) day of absence of a bargaining unit member due to a medical leave of absence. The temporary shall be compensated at Step 0 of the Classification for the position of which he/she is filling in. However, this provision shall not apply to Classification 4. Therefore, the maximum rate of compensation for a temporary shall be Class 3, Step 0. The fringe benefit package as provided in Article 11 shall also be available to the employee except as it relates to 11.9, long-term disability coverage. The maximum number of days a temporary shall be employed is three hundred and four (304) calendar days.

2. The temporary shall become a member of the bargaining unit as of the sixty-first (61st) day of employment as a temporary. All terms and conditions of the contract shall be applicable except Article 5 - Section 7, Article 7 - Section 14, and as specifically modified by this Letter of Understanding.

3. Seniority shall only accrue as a temporary, and a temporary may not have claim to any other bargaining unit position. However, a person serving as a temporary shall have the right to an interview prior to any potential new hire to a bargaining unit position for one calendar year.

4. In the event of a reduction in force, temporary employees shall be laid off prior to probationary and full-time employees, a non-probationary bargaining unit member may elect to assume a temporary position rather than be laid off, provided he/she meets the minimum qualifications for the position. In this event the rate of compensation for the temporary position shall be at the step closest to the current rate of pay of the bargaining unit member.

5. In the event a temporary is employed in a permanent position within one (1) calendar year from the date he/she completed a temporary assignment, he/she shall receive fringe benefits during the probationary period in the new permanent position. However, he/she shall not become a bargaining unit member until the probationary period has been successfully completed as provided in Article 8, Section 2.

FOR THE MESPA SECRETARIES

FOR THE SOUTHGATE COMMUNITY  
SCHOOL DISTRICT

/s/ Carol Richter, President  
Date: May 11, 1995

/s/ Stanley J. Mazur, Superintendent  
Date: May 17, 1995

/s/ Patricia Haynie - MEA Uniserv Director  
Date: May 17, 1995

MEA Secretaries  
TUITION REIMBURSEMENT REQUEST FORM

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle \_\_\_\_\_

\_\_\_\_\_  
Home Street Address

\_\_\_\_\_  
City

State

Zip

Home Phone

Courses Completed:

Date:

Description of Courses:

Amount to be reimbursed (attach receipts): \$ \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

The parties hereto, through their respective undersigned authorized and empowered representatives hereby agree to settle certain pending litigation between them subject to the following, mutually agreeable terms, conditions and provisions:

1. All the terms, conditions and provisions of the parties' most recent collective bargaining agreement (the 1997-2001 contract, TA'd on 9/28/98) shall remain in effect as the successor collective bargaining agreement for a term of \_\_\_\_ years, except as otherwise specifically provided in this Memorandum of Understanding.

2. With respect to the composition of the Association's bargaining unit and its bargaining unit work, the parties agree as follows:

- A. The District shall not employ any person who regularly performs bargaining unit (secretarial and/or clerical) work for twenty or more hours per week without placing him/her and his/her position into the Association's bargaining unit.
- B. The understanding is that when Virginia Graham retires, the District would probably eliminate her position.
- C. The District shall henceforth give written notification to the Association when it hires or otherwise employs any new non-supervisory, non-professional personnel in any new or existing position. The District will make such notification to the Association when it hires or otherwise employs any new non-supervisory, non-professional personnel in any new or existing position. The District shall make such written notification within two (2) weeks of the new hire/employment, and such notification shall include the name of the employee, his/her job or position title, and a true copy of an accurate job description or posting, which shall include the position's duties, hours, pay rates, etc. The Association will not have notice sufficient to begin the running of the limitations period under the grievance procedure or the PERA unless and until the District gives the required notice.
- D. The District shall create a new full-time bargaining unit position at the Chormann Building. Such position shall constitute a "Clerk" position and shall be responsible for all communications sent out of the Chormann Building. Such position shall not be assigned non-bargaining unit work, including but not limited to working with supervision of students on a regular basis. Penny Ramirez shall be assigned to this new position at the top of the pay scale (for "Clerk") while at the zero step for purposes of seniority within the bargaining unit.
- E. The District shall create a new full-time bargaining unit position at the Asher Building. Such position shall fall into a new classification of "General Office Aide" with the duty of running the office copy machine. The District shall provide the union with a job description providing such. Virginia Graham shall be assigned to this new position and shall be paid at the rate of six dollars and fifty cents (\$6.50) per hour (current rate plus cost of union dues) and shall enjoy the same benefits as the rest of the bargaining unit. The hourly rate (\$6.50) shall be increased by a 2%/2% split pay increase for the 98/99 school year the same as the rest of the unit, upon ratification by the Board of the currently existing tentative agreement of 9/28/98.



- F. The District recognizes the MESPA Secretaries MEA/NEA as the exclusive representative of the two (2) Beacon Center Secretarial positions and accordingly, the two positions at Beacon are part of the Secretaries' bargaining unit.
  - G. In total the full-time positions contained herein Asher (1), Chormann (1) and Beacon Center (2) shall increase by four (4) the total number of full-time positions in the bargaining unit.
3. The Association agrees that it will withdraw with prejudice the unit clarification petitions and unfair labor practice charges that are currently pending before the MERC in MERC Case Numbers UC96 D-9/C96 D-68 and UC97 L-65/C97 L-267, i.e., the "Virginia Graham dispute" and the "intake worker dispute." The Association shall likewise withdraw with prejudice the previously filed grievances with respect to the same issues.

This Tentative Agreement, including all its terms, conditions, and provisions, is subject to review and ratification by each party, and no term, condition, or provision shall be binding on either party unless both parties approve this Tentative Agreement. The parties further agree that, upon approval, they shall enter into a successor collective bargaining agreement and into a letter of understanding to resolve litigation, which the duly authorized and empowered representatives of each party.

Southgate MESPA - Secretaries

Southgate Community School District

/s/ Carolyn Richter, Its President

Elmer A. McCans, Its President of  
the Board of Education

/s/ Warren U. Curtis, Its Uniserv Director

/s/ Michael Kell, Its Assistant Supt.

Dated: 10/19/98

Dated: 10/19/98

LETTER OF UNDERSTANDING  
between  
The Southgate Community School District  
and  
The Associations of Southgate MEA/NEA

The United Teachers of Southgate, the MESPA-Secretaries, and the Southgate Paraprofessional Employees, identified in this Letter of Understanding as the Associations of Southgate MEA/NEA and the Southgate Community School District, hereinafter referred to as the District, recognizes that the Tax-Deferred Payment program (TDP) for Service Credit purchase is beneficial to the members of the Associations and does not present an undue hardship to the District. The parties hereby agree to the following:

1. The Southgate Board of Education will pass the Tax-Deferred Payment resolution required by the Internal Revenue Code Section 414 (H) (2).
2. As a result of this action by the Board, members of the associations will be able to freely choose to buy retirement service credit using pre-tax wages.
3. Conditions of this Tax-Deferred Payment plan will be governed by rules and regulations of the Michigan Public School Employees Retirement System implemented by the Office of Retirement Services of the State of Michigan.

/s/ Estella A. Chiolino  
President, United Teachers of Southgate  
Date: 10/15/98

/s/ Stanley J. Mazur  
Southgate Community School District  
Date: 10/15/98

/s/ Barbara J. Fritz  
Vice-President, MESPA-Secretaries  
Date: 10/15/98

/s/ Sandra M. Parrish  
President, Southgate Paraprofessional Employees  
Date: 10/15/98

/s/ Warren U. Curtis  
Warren Curtis, Uniserv Director  
Date: 10/15/98

MEMORANDUM OF UNDERSTANDING  
 BETWEEN THE  
 SOUTHGATE SECRETARIES/MESPA/MEA/NEA  
 AND THE  
 SOUTHGATE COMMUNITY SCHOOL DISTRICT

The parties do hereby agree to the following:

That the MESPA Secretaries' Bargaining Unit is composed of some who have been employed by the District in other capacities prior to the date they became a bargaining unit member.

The parties therefore agree that the longevity stipend which is issued upon a bargaining unit member's 10<sup>th</sup> year anniversary within the bargaining unit, be extended to include in addition employees with district seniority who have been employed for ten (10) consecutive years with the District. The parties agree in addition that nothing contained in this agreement will be construed as conferring any seniority for time served outside the bargaining unit.

Furthermore, the parties agree that this understanding will take effect upon the execution of this document and will be added to the Master Agreement. Bargaining unit members will only receive the longevity payment pertaining to the secretaries' unit.

FOR THE ASSOCIATION

/s/ Carol Richter  
 Its President

Date: 3/9/99

FOR THE DISTRICT

/s/ Michael Kell  
 Its Assistant Superintendent for  
 Personnel

Date: 3/10/99

SECRETARIES WITH PRIOR EXPERIENCE IN DISTRICT BEFORE ENTERING  
 SECRETARIAL UNION:

	<u>STARTED IN DISTRICT</u>	<u>STARTED IN UNION</u>	<u>COMPLETES 10 YEARS IN DISTRICT</u>
Brenda Coffey	09/29/89	10/02/98	09/29/99
Virginia Graham	09/10/82	10/26/98	09/10/92
Mary Hildebrandt	10/09/91	01/08/93	10/09/01
Diane Kell	10/05/81	09/08/93	10/05/91
Julie Klein	09/03/91	04/10/95	09/03/01
Sandy Parrish	09/05/90	10/26/98	09/05/00
Penny Ramirez	03/09/81	10/26/98	03/09/91

PROPOSAL - SOUTHGATE SECRETARIES ASSOCIATION

December 5, 2001

- 1. Effective July 1, 2001, the Board and the Association agree to the creation of a Secretarial Classification V Category. The steps are as follows:  
O - 18.03            1 - 18.35            2 - 18.67            3 - 18.99            4 - 19.32
- 2. Effective July 1, 2001, the position of Secretary to the Business Manager, and the person currently in said position shall be grandfathered into the new Secretary V Classification at Step 4 - \$19.32.

The Board and Association agree the new position of Secretary to the Business Manager is appropriately placed within the Bargaining Unit, and the Board will not petition MERC to remove said position from the Bargaining Unit.

- 3. Effective July 1, 2001, the Board and the Association agree to the creation of an additional Step 6 within the Secretarial Classification IV Category. The rate shall be \$18.10.

In addition, the two Classification IV Secretaries at Step 5, shall be retroactively paid at Step 6 back to July 1, 2000.

- 4. The Board agrees that no future salary increases, stipends, or payments of any kind that do not appear in the Master Agreement will be made without Union agreement.
- 5. The District and the Association agree to create a joint secretarial study committee, consisting of four (4) administrators and four (4) secretaries.  
(3) 10 months / (1) 12 months

The purpose of the Joint Secretarial Committee (JSC) shall include, but not be limited to discussion and planning the creation of new job descriptions as needs arise, providing opportunities for relevant secretarial professional development and in-service sessions for all Southgate Secretarial personnel.

- 6. The Board and the Association agree, that the first issue for discussion at the upcoming Interest Based Program Solving Session shall be the issue of developing a fair objective, equitable process and criteria for all secretarial personnel to be considered for upgrades for their current classifications.

/s/ Rick Henegar  
FOR THE BOARD  
Date: /s/ 1/4/02

/s/ Carol Richter  
FOR THE ASSOCIATION  
Date: /s/ 1/4/02

LETTER OF UNDERSTANDING

As a result of an increase in the volume of work in the Special Services Department and the responsibility of the District student count, a half-time portion of a position will be added to the Special Services Department. The reassignment of duties of the position of Administrative Assistant Student Services (Counseling) at the Davidson Middle School will be changed to working half time in the Counseling Office and half time assigned to work in the Special Services Department as agreed upon by all parties.

The Director of Special Services will determine the duties of that portion of the position in the Special Services Department.

SOUTHGATE SECRETARIES  
ASSOCIATION / MEA / NEA

SOUTHGATE COMMUNITY SCHOOL  
DISTRICT

/s/ Barbara Fritz, President  
9/19/06

/s/ David Peden, Superintendent  
9/19/06

/s/ Brenda Coffey, Secretary-Treasurer  
9/19/06

/s/ Eli Grier, UniServ Director, MEA  
9/25/07

LETTER OF UNDERSTANDING

After looking at the August calendar for 2007, and working with the building principals, it appears it would work best if our administrative assistants reported back to work on Monday, August 20, 2007, instead of Tuesday, August 21, 2007, and in exchange, take Friday, August 24, 2007, off.

This will be the same number of days and allow for a three-day weekend.

This will apply to the 2007/2008 school year only.

/s/ Vicki Gear-Pajor  
Vice-President, MESPA

6/27/07

/s/ David H. Peden  
Superintendent

6/27/07

ATTACHMENT A

WAGE SCHEDULE

CLASS 2					
Step	03/04	04/05	05/06	06/07	07/08
0	12.91	14.05	15.35	16.01	16.33
1	13.18	14.34	15.67	16.34	16.67
2	13.45	14.63	15.98	16.67	17.00
3	13.72	14.93	16.31	17.01	17.35
4	13.99	15.22	16.63	17.35	17.70
5	14.26	15.51	16.94	17.67	18.02
6	14.52	15.80	17.26	18.00	18.36
7	14.79	16.09	17.58	18.34	18.71
8	15.06	16.39	17.91	18.68	19.05

CLASS 3					
Step	03/04	04/05	05/06	06/07	07/08
0	13.44	14.62	15.97	16.66	16.99
1	13.75	14.96	16.34	17.04	17.38
2	14.06	15.30	16.72	17.44	17.79
3	14.37	15.63	17.08	17.81	18.17
4	14.67	15.96	17.44	18.19	18.55
5	14.98	16.30	17.81	18.58	18.95
6	15.29	16.64	18.18	18.96	19.34
7	15.59	16.96	18.53	19.33	19.72
8	15.89	17.29	18.89	19.70	20.09

CLASS 4					
Step	03/04	04/05	05/06	06/07	07/08
0	16.47	17.92	19.58	20.42	20.83
1	16.83	18.31	20.00	20.86	21.28
2	17.21	18.72	20.45	21.33	21.76
3	17.59	19.14	20.91	21.81	22.25
4	17.97	19.55	21.36	22.28	22.73
5	18.33	19.94	21.78	22.72	23.17
6	18.74	20.39	22.28	23.24	23.70

