



Collective Bargaining Agreement

Southfield Public Schools &
Educational Secretaries of Southfield
2024 – 2026

SOUTHFIELD PUBLIC SCHOOLS

SOUTHFIELD BOARD OF EDUCATION
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PREAMBLE

This agreement is entered into November 24, 2024 by and between the Board of Education and the Educational Secretaries of Southfield (ESOS), affiliated with the Michigan Education Association, hereinafter referred to as the "Association" or "ESOS."

PURPOSE AND INTENT

It is agreed by all parties that providing a high-quality education for the children of the Southfield Public Schools is the paramount aim of this School District. The Board, Administrative staff, and the Association employees have definite responsibilities in providing such services and education. We hereby declare:

WHEREAS, the Board and Association have a statutory obligation to bargain, one with the other, as representatives of the public and members of the bargaining unit, with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate negotiations have reached certain understandings which they desire to put into the form of an Agreement, and

Therefore, it is agreed as follows:

ARTICLE I – RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 336, Public Acts of 1937 as amended, for all regular school building secretarial personnel employed by the Board of Education excluding the following: Secretary to the Board of Education, Secretary to the Superintendent, Secretary to the Deputy Superintendent, Secretaries to the Associate Superintendents, Office Staff and Assistants in all Administrative Offices, including, but not limited to all staff in: Human Resources and Labor Relations; Administration Building Switchboard Operations; Businesses, Budget and Finance, Accounting and Payroll; Purchasing; Buildings and Grounds; Support Services; Community Use.
- B. The term "secretary" shall include bargaining unit clericals, when used hereinafter in this Agreement. The "Board" or "employer" when used hereinafter shall refer to the Board of Education. The Superintendent and other Central Office administrators, principals, assistant principals, and all other supervisory personnel are considered agents of the Board within the meaning of Act 379.
- C. Nothing contained herein shall be construed to deny or restrict any rights a secretary may have under the Michigan Revised School Code, applicable civil service laws and regulations, and State and Federal Constitution. The rights granted to secretaries hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II – RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

- A. *Information Sharing (PA 236)*: Beginning February 13, 2024, and every 90 days thereafter, designated Association representatives will be given, via e-mail and attached excel document, a complete listing of all bargaining unit staff that includes the following:
- i. First, middle and last name.
 - ii. Start date of employment in current bargaining unit.
 - iii. Building(s) assigned.
 - iv. Name of position(s) assigned with classification(s).
 - v. Hourly pay rate and number of regular hours worked weekly along with number of days worked per year (exclusive of “extra runs”, summer school, any other nonregular school day/school year pay that is not guaranteed by contract).
 - vi. Employee identification number (if applicable)
 - vii. Work email address and personal email address
 - viii. Home mailing address
 - ix. Home and cell phone number

The above-listed information shall be provided via email in an Excel format.

The above-listed information shall be provided via email in an attached Excel template format provided by the Association.

Designated Association representatives shall be given, via e-mail and attached excel document, the same information detailed in Section A above within thirty (30) calendar days of any new hires of bargaining unit members that occur throughout the year.

Termination of employment by any bargaining unit member shall be reported to the designated Association representatives, including the termination date, via e-mail no later than thirty (30) calendar days after the member’s last day of employment.

Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) lasting more than fifteen (15) days shall be reported to the designated Association representatives via e-mail no later than thirty (30) calendar days after the first day of leave.

Notification of any bargaining unit member returning from a layoff or leave of absence (paid or unpaid) shall be reported to the designated Association representatives via e-mail no later than fourteen (14) calendar days after the first day of return.

- B. The Association and its members shall have the right to use school buildings, equipment, and facilities at all reasonable hours for Association business subject to the existing or amended rules and regulations governing the use of school buildings and facilities.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

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- D. The Board shall furnish to the Association, upon its request, information and materials necessary for the Association to investigate or process a complaint or grievance and to negotiate successor Agreements.

ARTICLE III – RIGHTS AND RESPONSIBILITIES OF THE BOARD

- A. Subject to the provisions of this Agreement and except as expressly provided otherwise by the terms of this Agreement, the Board and the Superintendent of Schools reserve and retain rights vested in the Board or in the Superintendent under governing law, ordinances, rules, and regulations as set forth in the Constitution, and laws of the State of Michigan and the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees on the job.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
 3. To establish courses of instruction, including special programs, and to approve the means and methods of instruction.
 4. To provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board, and to determine the duties, responsibilities, and assignments of all employees.
 5. To adopt reasonable rules and regulations which are not in conflict with this Agreement.
 6. To develop and control the budget of the School District.
 7. To determine the appropriate staffing levels as well as the number and location of its facilities.
- B. The Board recognizes that this Agreement sets forth limitations on the above-named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations. Likewise, the listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- C. The Board will continue its policy of non-discrimination with respect to its employees by reason of race, creed, color, national origin, age, sex, marital status, gender identity, handicap, or membership in, or association with, the activities of the Association. Further, the Board will continue to recognize full citizenship rights of the employees.
- D. Nothing in this agreement shall be construed to limit or constrict the Board's ability or authority to comply with all applicable federal and state laws and any applicable local ordinances.

ARTICLE IV – GRIEVANCE PROCEDURE

A. A grievance is a contractually defined mechanism which is designed to resolve disputes that arise during the term of this agreement involving:

1. Alleged violation, misinterpretation, or misapplication of this Agreement.
2. Disciplinary action or dismissal.

B. All grievances shall be handled by the following procedure:

Step 1:

The secretary, either alone or with an Association Representative, shall first discuss the grievance with the principal (supervisor) within five (5) workdays of the alleged occurrence in an attempt to resolve the grievance informally. At this time, it must be clearly understood by both parties that the conference is intended to initiate the grievance procedure. A secretary not satisfied with the results of the personal conference with his/her principal (supervisor) may take his/her grievance to the Association for consultation.

The Association, upon due consideration, will determine whether or not to represent the secretary. The Association representative may visit the principal (supervisor) within five (5) workdays from the time of the alleged violation in a further effort to resolve the grievance.

Step 2:

If the grievance is not resolved at step one, it shall be reduced to writing, clearly stating by Article(s), and Section(s), the claimed basis for the grievance and shall be signed by the secretary and presented and discussed with the principal (supervisor) by the Association within five (5) workdays after the Association Representative visit (in step one) with the principal (supervisor). Within five (5) workdays after receiving the written grievance, the principal (supervisor) shall communicate his/her decision, in writing, together with the supporting reasons to the Association and to the grievant.

Step 3:

Within five (5) workdays after delivery of the principal's (supervisor's) decision, the grievance may be appealed to the Superintendent or his/her designee. The appeal shall be in writing and shall set forth, specifically, the act or condition and the grounds on which the grievance is based and shall be accompanied by a copy of the decision at Step Two.

Within five (5) workdays after delivery of the appeal, the Superintendent or his/her designee may investigate the grievance and conduct a hearing. In the event the superintendent's designee serving as hearing officer is also the person that is being grieved, the superintendent shall designate another designee to serve as a hearing officer for this grievance. Witnesses and cross-examinations may occur on the part of either party at such hearing. The decision, in writing, together with the supporting reasons shall be presented to the Association and to the principal (supervisor) within five (5) workdays following the hearing on the matter.

Step 4:

If the grievance remains unresolved at the time of Step Three, it may be submitted to binding arbitration at the request of the Association provided written notice of the request for submission

to arbitration is delivered to the Superintendent, within ten (10) workdays after the date of the Superintendent's or his/her designee's written communication of the decision under Step Three. The arbitrator shall be selected through the American Arbitration Association in accordance with its rules. The Arbitrator shall render his/her opinion only with respect to the particular grievance submitted to him/her, and such opinion shall be binding upon the Board and the Association. The Arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement.

The Arbitrator's fee and expenses shall be shared equally by the Board and the Association. The costs for witnesses will be borne by the party requesting such witnesses.

- C. If a grievance arises from the alleged action of authority higher than the principal (supervisor) of a school, the grievance may be originally presented at the appropriate step of the grievance procedure.
- D. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit an appeal at the next step of the procedure within the time which would have been allotted had the decision been given.

Failure to comply with the time limits in step one shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar further appeal. Time limits may be extended, in writing, by mutual agreement.

- E. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement, provided that the Association has been given the opportunity to be present at all hearings and meetings where the grievance is presented or discussed, and is provided copies of correspondence, determinations, and appeals of the grievance. However, only the Association shall be authorized to appeal grievances to arbitration on behalf of an individual employee.
- F. In all steps of this procedure, it is understood that the Association, principal, supervisor, Superintendent or designee may request other members of the administration or representatives of the Association to be present.
- G. It is understood that if any employee files a charge with a governmental agency such as the Equal Employment Opportunity Commission, the Michigan Civil Rights Commission, the Michigan Department of Labor Bureau of Workers' Disability, and/or a similar state or federal agency, said charge shall not be subject to arbitration under this Agreement.

ARTICLE V – ASSIGNMENT, VACANCY, TRANSFER, PROMOTION & PROBATIONARY PERIOD

A. Assignments:

1. All new employees shall possess the skills and qualifications necessary for a specific position as defined in the position posting and/or job description.
2. When possible, secretaries shall be informed by June 1 of each year as to their assignments for the following school year. In the event that schools are to be closed, secretaries to be displaced shall be so notified twenty (20) workdays prior to the effective date of such school closing.
3. Secretaries displaced due to school closings or involuntarily transferred shall be provided one (1) day, with pay, to pack and move school related belongings.

B. Vacancies:

1. All positions shall be posted for the duration of three (3) work days and shall include the following information:
 - a. Title and Classification (see Appendix A)
 - b. Wage Schedule (see Appendix B)
 - c. Hours and length of position (see Article XIII)
 - d. Effective date of Transfer/Employment (see Article V, Section B5)
2. The Board shall deliver via electronic mail a copy of each posting to all active bargaining unit members.
3. All vacancies shall be filled from those secretaries who apply in writing and meet the posted qualifications.
4. The Board reserves the right to withdraw and/or not fill a posted position if unforeseen circumstances warrant such action. It is understood, however, that the withdrawal of a posting and/or not filling a vacancy shall not be used under any circumstances to block qualified candidates access to such positions. Further, the Association shall be notified of the reasons for the withdrawal of any posting.
5. All vacancies will be filled within thirty (30) days of the expiration date of the posting when qualified internal applicants have applied.
6. Positions may be staffed on a temporary basis during the posting period.
7. Employees who upgrade their skills shall be allowed to submit evidence of such upgrades and it shall be included in their personnel files.
8. It is expected that secretaries in a given school building may assist each other with their duties from time to time, or that such secretaries may be assigned special projects at peak times which may not necessarily reflect their normal day to day job responsibilities.
9. If no qualified secretaries apply or if all who apply fail to meet the posted qualifications, the

administration shall staff the vacancy from among other qualified candidates.

10. The Board reserves the right to eliminate positions for reasons of cost, changing organizational priorities, declining student enrollment, or similar reasons and nothing herein shall abridge such right.

C. Transfers:

1. A transfer is a lateral move within the same classification and at the same compensation. An employee may discuss the desire to transfer to another position with the Associate Superintendent for Human Resources and Labor Relations. However, transfers will normally be considered only in response to postings.
2. Transfers, normally, shall be on a voluntary basis. However, the Board and the Association agree there may be need for an involuntary transfer.
3. If involuntary transfer is deemed necessary, the Associate Superintendent for Human Resources and Labor Relations shall discuss the proposed transfer with the Association and the employee involved and any objections shall be given consideration. When possible, the employee and the Association shall be given five (5) workdays prior notice of any involuntary transfers.

D. Promotions:

1. Promotions shall be defined as increasing an employee's classification and/or salary. The Board supports promotions from within the Association.
2. Individuals transferred from the unit to an excluded position and later returned to a unit position shall retain their seniority rights, excluding time spent out of the unit. Employees of the Board who are assigned to the unit shall have seniority as of the date of such entry.

E. Probationary Period:

1. All secretaries hired by the Board shall serve a ninety (90) workday probationary period. Such probationary employees shall not transfer to any other unit position until permanent employment has been granted after the expiration of the ninety (90) workday probationary period.
2. Seniority shall commence upon initial employment.
3. Probationary employees shall be represented by the Association only for purposes of termination which shall be subject to the grievance procedure up to but not including arbitration.

4. All insurance benefits provided in this Agreement shall be provided to a probationary employee upon completion of the probationary period in accordance with the Affordable Health Care Act.
5. Leave day credit shall accrue during the probationary period but may not be used during such period. If a paid holiday falls within a probationary period, the employee shall be paid for such holiday.
6. If a probationary employee is absent, the probationary period shall be extended by the duration of such emergency.
7. Probationary employees shall be evaluated according to the procedures set forth in Article XIX - Evaluation.
8. The Association President shall be notified of all newly hired employees and those who successfully complete the probationary period.

ARTICLE VI – REDUCTION IN PERSONNEL

- A. In the event it becomes necessary to reduce the number of employees, such reduction shall occur by specific position(s) as determined by the Board and shall occur in the order as described in this Article. Notification to the Association regarding such proposed reduction shall be made, in writing, at least thirty (30) calendar days prior to the effective date of such reduction. Employees to be laid off shall be notified, in writing, at least twenty (20) calendar days prior to the effective date of such action. The employer shall discuss with the affected employee when such notice is given.
- B. If it is necessary to reduce a position within a given school building such reduction shall be by specific position. If the secretary in the position to be reduced has more system seniority than the least senior secretary in the same school, he/she may displace the least senior secretary who will then be reassigned in accordance with Section C of this Article. If the secretary declines this option, then he/she shall be reassigned in accordance with Section C.

When a split position is reduced/eliminated between two (2) buildings and the affected secretary has more system seniority, then one of the secretaries in either of the two work locations, he/she may displace the least senior secretary in the affected combined buildings.

- C. Any employee notified of reduction may exercise his/her seniority rights into a position, which shall become open as follows:
 - A. The employee directly affected by the reduction shall be able to request assignment to the open positions on the basis of seniority provided they possess qualifications for the position.
 - B. An equivalent number of positions, staffed by the least senior employees shall become open.
 - C. Such procedure shall continue in sequential order until finalized.

Example: Two (2) individuals are notified of the reduction of their positions. Provided they have more seniority than the two (2) least senior employees, they shall have the right to be awarded those positions should they meet the stipulation of C.2.

- D. Employees who exercise their seniority rights for placement shall do so and shall not have the right to decline placement to the least senior positions. Refusal of such placement shall result in layoff action by the Board. Full time employees shall not be required to accept less than full time employment in such instances, the next senior full-time position in the unit shall become open, and such position shall be offered to the affected secretary.
- E. Employees affected by a reduction in staff shall be recalled in reverse order of layoff. The most senior employee shall be recalled to the first opening for which he/she is qualified. Recall shall be by written notice (both first class and certified mail return receipt requested), to the employee's last known address on file with the Board. Such notice shall require that the

employee be available for work five (5) workdays after the date of delivery. Failure to report shall eliminate any obligation or responsibility to the employee by the Board.

- F. An employee on layoff status may not refuse to accept recall to any position, except lunch coverage positions.
- G. Any position that becomes vacant or is newly created shall be posted in accordance with provisions of this Agreement. A secretary on layoff status, an employee requesting return from leave pursuant to the procedures in Article XVI, or secretary providing lunch coverage, shall not be eligible for bidding on posted positions. Recall or return from leave shall occur prior to the employment of individuals new to the District.
- H. Seniority shall be defined as the amount of time an employee has worked within the bargaining unit. Time served in an excluded position shall not be counted for seniority purposes. In cases where employees whose seniority is equal and determination is necessary, there shall be a lottery system established.

Seniority dates shall be adjusted for secretaries who are laid off or take a leave of absence. The method of adjustment shall cause a reduction of one (1) day of each day missed due to layoff or leave of absence, regardless of work year of the secretary.

- I. An employee shall retain recall rights for a period of two (2) years.

ARTICLE VII – SUBCONTRACTING AND TECHNOLOGICAL CHANGES

- A. Any bargaining unit position that is unfilled for 15 consecutive workdays shall be considered a vacancy and shall be posted per the requirements of this article. The District will update the Association on the progress in filling any position; the parties agree that substitutes are meant to fill member's position on a temporary basis. Bargaining unit members shall be limited to one voluntary transfer from July 1st through June 30th.
- B. It is agreed that the board shall be free to collaborate with the association through labor management meetings when there is an interest to utilize labor saving devices and/or labor-saving equipment.

ARTICLE VIII – RESIGNATION AND RETIREMENT

- A. All secretarial employees shall give a two (2) week written notice of resignation to the immediate supervisor, with a copy to the Associate Superintendent for Human Resources and Labor Relations. Failure to comply with this requirement shall mean forfeiture of any and all benefits unless special permission is granted by the Superintendent or his/her designee.
- B. Secretarial employees shall receive a retirement benefit payment for up to ninety (90) unused – accumulated leave days in excess of fifty (50) days. The rate of payment shall be Thirty Dollars (\$30.00) per day.

ARTICLE IX – DISCIPLINE, DEMOTION AND DISCHARGE

- A. The Board retains the right to discipline and/or discharge an employee for just and reasonable cause and/or for violation of the terms of this Agreement. When discipline is needed, due process shall always be provided prior to implementation of such discipline, including the right of representation.
- B. Whenever a bargaining unit member is called to a meeting with a supervisor and the meeting may result in disciplinary action being taken, the supervisor will, prior to beginning the meeting, notify the employee of the purpose of the meeting, and of the employee's right to representation under this Article. If the employee wishes representation, no further action will be taken in such meeting until a representative of the Association is present which shall be within one (1) workday.
- C. Pending an investigation, if a secretary is relieved of work responsibilities, he or she shall be placed on unpaid administrative leave for the first five (5) workdays of the investigation. If the investigation exceeds five (5) workdays, the secretary shall be paid beginning the sixth (6th) workday.

Final disposition shall be as follows:

- 1. If the investigation results in no findings warranting discipline or an oral or verbal warning, the secretary shall be restored all unpaid days.
 - 2. If the investigation results in suspension of the secretary, the number of days allotted in the suspension will be first deducted from the total days of unpaid administrative leave. Any days of unpaid administrative leave exceeding the suspension will be restored to the secretary.
 - 3. If the investigation results in the termination of the secretary, there shall be no restoration of days to the secretary.
- D. The Association shall be notified, of any written disciplinary action, demotion, or discharge prior to such action being taken.

ARTICLE X – PROTECTION OF SECRETARIES

- A. Any secretary suffering a personal injury or a loss or damage to personal property should promptly report the same to his/her principal or supervisor in order to determine whether compensation is due under Workers' Compensation or the School District's insurance policies.
- B. The Board will reimburse the secretary for any loss, damage or destruction of any personal property suffered while on duty on school property, on school premises or at school sponsored or related activities. Such reimbursement shall be made only upon the occurrence of the following:
 - 1. Theft from the secretary. Reimbursement by the Board shall not exceed One Thousand Dollars (\$1,000.00) for any item and shall be null and void if negligence can be determined.
 - 2. Verified malicious destruction of the secretary's personal property. If reimbursement for such damage, loss or destruction is otherwise covered by a policy of insurance, the Board shall be liable for the deductible portion of such coverage or the difference between actual insurance payment and the replacement cost of the item in question, but in no case shall such liability exceed One Thousand Dollars (\$1,000.00).
- C. Each secretary shall have the right, upon request, to review the contents of his/her own personnel file and with the appropriate administrator.
- D. The Administration shall maintain complete cumulative files on all personnel, including up-to-date records pertaining to performance of duties.
- E. Each administrator shall contribute to the cumulative files in accordance with his administrative duties such as:
 - 1. Records of a positive nature, including supervisory reports, memorandums and letters to the employee, plus other miscellaneous evidence of successful service.
 - 2. Records of unsatisfactory performance, which may lead to demotion, suspension, dismissal or denial of a leave of absence request, must be specific in content, signed by the administrator, and a copy furnished to the employee. The employee shall acknowledge receipt of the report by signing it within three (3) workdays.
- F. Citizen complaints directed toward a secretary shall be called to the secretary's attention at administrative discretion. If a permanent record is to be made of such a complaint, if discipline may occur, or if the complaints may affect an evaluation of the secretary, such complaints shall be called to the secretary's attention.

In the event a complaint about a secretary is received by a supervisor from another person and the supervisor chooses to make a permanent record of the complaint, the supervisor shall indicate to the secretary that such complaint has been received; the nature of the complaint and that it is being investigated. Upon completion of the investigation, the supervisor's disposition of

the complaint shall be made known, in writing, to the secretary. The name of the complaining party, or parties, shall be revealed to the secretary if a permanent record is made of such complaint, if such is to lead to disciplinary action or used in an evaluation of the secretary.

- G. Secretaries will not be required to administer to students more than emergency first aid. Secretaries shall not administer medication to students.
- H. If any secretary has a complaint against him/her lodged with the police department, or is sued as a result of any action taken by the secretary while in the performance of his/her regularly assigned duties and performing properly, lawfully and in accordance with this Master Agreement, Board policy and administrative regulations, the Board shall refer the matter to its insurance carrier with the request that all necessary assistance be rendered to the secretary in his/her defense. It is further understood that liability coverage for secretaries in effect as of the date of this contract shall not be reduced during the term of this contract.
- I. Secretaries shall not be required to administer disciplinary action to pupils but shall have adult responsibility. Further, secretaries shall not evaluate students for the purpose of grades and citizenship.
- J. An employee's personal life is not within the appropriate concern of the Board of Education as long as it does not adversely affect the performance of his/her duties.
- K. Physical examinations, as required by the Board of Education or by law, shall be made at Board expense by a physician appointed by the Board.

ARTICLE XI – WORKERS’ COMPENSATION

- A. Workers' Compensation shall be provided as required by law. In addition, employees drawing Workers' Compensation benefits shall supplement their weekly benefits up to a maximum of their gross weekly income by drawing on their accumulated leave banks. Such used leave days shall be charged to the employee's leave bank on a prorated basis. The maximum period of such full salary coverage shall be no longer than the qualified period for long term disability coverage. If an employee has no accumulated leave bank, no salary supplement shall be made.
- B. The Board shall not be obligated to pay any such difference to an employee who receives a cash settlement, i.e., redemption, in lieu of weekly payments of Workers' Compensation.
- C. In the event of termination prior to the expiration of the periods in Section A, rights to continue payment of supplemental benefits by drawing on employee leave banks shall cease.
- D. Employees on Workers' Compensation shall receive, for, six (6) months or the number of accumulated leave days, whichever is greater, continued accrual (loading) of leave days and holidays. Payment shall be made during that period for holidays. In the event disability continues beyond the waiting period of the Long-Term Disability the employee shall be placed on such leave of absence and accrual and payment for leave days and holidays shall cease. Seniority shall continue to accumulate as if the employee were actually working. Full fringe benefit coverage shall be continued as required by law, as long as they continue on Workers' Compensation.
- E. If an employee is eligible for Workers' Compensation benefits, the employee's position shall be held open for a maximum period of ninety (90) days. If the Workers' Compensation eligibility exceeds this limit, the employee shall be placed on leave of absence and the position shall be considered vacant and posted in accordance with Article V. If an employee, whose position has been lost due to this clause, is eligible to return, he/she may exercise his/her seniority for a position for which he/she is qualified in accordance with Article VI. The returning employee shall be placed in the position after the notice requirements of Article VI are met.

ARTICLE XII – WORKING CONDITIONS

- A. Secretaries shall not be required to routinely perform duties that are normally the duties of another non-bargaining unit employee.
- B. When a bargaining unit member is in a paired situation (two or more employees) in the same office or building and one covers for the other during an absence with building administration approval; any time a bargaining unit member covers or is assigned as a result of extenuating circumstances resulting in a last minute need to cover or assist any substitute; or when a bargaining unit member is absent and the position goes unfilled by a substitute the bargaining unit member covering for their colleagues shall be paid seventy (\$70.00) per day / thirty-five (\$35.00) for a half day. In any case, the building administration will determine whether there is a need for coverage and what work will be prioritized during the coverage.
- C. The Board shall make available use of adult facilities (lunchroom, rest room, and lavatory) in each school for use by secretaries to the extent of existing facilities. Adequate lounge facilities will be provided at each work site.
- D. Access to telephones for school business will continue to be made available to secretaries.
- E. When school is canceled and official public notice is announced via the news media, including television and radio broadcasts, secretaries will not be required to report for duty and shall not suffer loss of pay. In the event of an emergency, and a secretary is asked to report for work, and it is safe for him/her to get to work, he/she will be paid time and one half.
- F. When school is dismissed early due to emergency conditions, the following shall occur:
 - 1. School building secretaries shall be required to stay no longer than one hour beyond the official dismissal time for students.
- G. Secretaries shall not be required to work under unsafe or hazardous conditions, including extreme temperatures. Secretaries shall not be required to handle bulk mailings through the post office to transport and/or bank funds or lift unreasonably heavy items. Additionally, except for in exigent circumstances, secretaries shall not be expected to monitor students suspected of being positive for COVID-19 or its variants.
- H. The employer will provide:
 - 1. A locked designated area work location where employees may secure coats, purses, and other personal items while at work.
 - 2. Appropriate machines, supplies and materials, which are necessary for secretaries to perform the responsibilities of their positions. Arrangements will be made to repair or replace defective, malfunctioning, or inadequate office machines in a timely fashion to avoid disrupting the flow of the work.
- I. Dress Code:
 - 1. When assigned to District duty, all secretarial staff members shall dress in business casual attire. Casual dress is allowable on school spirit days, field trip days, and on non-student days when there are no administrative meetings scheduled.

ARTICLE XIII – WORKING HOURS

- A. The Board recognizes the principle of a standard forty (40) hour work week and will set work schedules and make assignments which can be reasonably completed within such standard work week. The Board will not regularly require secretaries to work in excess of such standard workweek.

Secretaries shall work and be compensated in accordance with the salary schedule in Appendix B. Secretaries shall not work during nor be compensated for the period immediately following their last scheduled day of work prior to the restart of the next year. If the Board elects to extend the work year secretaries will have the option of working as an unassigned secretary on a per diem basis.

- B. Secretaries employed for four (4) up to six (6) hours of block time per day shall be entitled to a combination uninterrupted lunch and relief period equivalent to thirty (30) minutes. All lunch periods are unpaid.

Secretaries working more than six (6) hours in a block time per day shall receive one half-hour lunch (30) and two fifteen (15) minute breaks. Lunch periods are unpaid. All secretaries employed more than six (6) hours in a block of time per day shall be entitled to an uninterrupted lunch period of thirty (30) minutes which shall be a part of an eight (8) and ½ hour workday. In addition, they shall be provided a fifteen (15) minute relief period twice a day. Failure to take a fifteen (15) minute relief period shall not result in a lengthening of the lunch period or a shortening of the eight (8) and ½ hour workday unless specially arranged with the immediate supervisor.

- C. Overtime will be paid at time and one-half and will be paid for actual time worked over forty (40) hours per week. On Saturday, overtime will be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. Sunday and Holiday overtime will be paid at the rate of two (2) times the employee's regular hourly rate. All overtime and payroll records will be available to the President of the Association.

Employees may elect to accept time off in lieu of overtime. Secretaries shall not be required to use time clocks.

From time to time, it shall be necessary to schedule overtime for secretaries outside their regular assignment/office location. When such opportunities occur, overtime shall be awarded to members qualified to perform the duties and according to seniority.

Each year the Board shall provide an opportunity for all secretaries to volunteer for such assignments, which shall be awarded by qualification and seniority on a rotating basis. Where appropriate, secretaries shall designate dates of availability for such employment.

In the event that a secretary requesting such overtime rejects two (2) offers for overtime, the Board shall not be obligated to offer further overtime assignments to that employee during that school year. The Board shall provide twenty-four (24) hour notice in order for a refusal to be considered a rejection pursuant to this agreement. No overtime will be offered to an employee while she or he is on sick leave, or other paid leave under this agreement.

- D. If a secretary receives direction from his/her supervisor to fully assume the duties of a secretary in a higher classification for a minimum of one-half day he/she shall receive pay at the higher classification rate. The supervisor shall notify Human Resources to adjust rate of pay. Such increased rate of pay will be for actual days of work performed, not for holidays or leave days.
- E. The Board, after consultation with the Association, may develop programs of flexible hours, workweek, or other unique and non-traditional work schedules at individual work site(s), which positively impact both the employee and the district. Implementation of such programs shall not obligate the Board to that payment of overtime wages. Disputes over such implementation shall not be subject to the grievance procedure.
- F. Any expansion of hours for a period of more than five (5) consecutive workdays shall be reported to the Association President in writing.
- G. Secretaries with prior administrative approval shall be allowed to work at after school functions such as open houses, parent teacher conferences, etc. Compensation shall be provided at the overtime rate pursuant to Article XIII, Section C, if applicable.
- H. The accrual and utilization of compensatory time shall be as provided in state and federal wage and hour provisions.

ARTICLE XIV – HOLIDAYS

- A. The following days shall be recognized and observed as paid holidays:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Christmas Day	Memorial Day

- B. In addition, employees shall receive the following days off with pay:

Friday before Labor Day (when it is a non-work day for teachers)	Day after Thanksgiving (if school is not in session)
Day before Christmas	Day after Christmas
Day before New Year's Day	Good Friday
Monday after Easter (if school is not in session)	

- C. Total paid holidays and related days shall not exceed the days cited in paragraphs A and B of this Article. Secretaries shall receive their regular rate of pay for each of the holidays listed above on which they perform no work, except as provided in Article XIII, Section G.

If school is in session on the Friday after Thanksgiving or Monday after Easter, secretaries shall be paid for and not required to work on another day when students are not in school. The Board shall establish an alternative date.

- D. If any of the above holidays fall on Sunday, the following Monday shall be considered the holiday unless school is in session. If any of the above holidays fall on Saturday, the Friday preceding shall be considered the holiday unless school is in session. On such occasions an alternate date for the holiday will be established by the Board.

ARTICLE XV – PAID LEAVE DAYS

- A. Paid Leave of Absence days are a benefit that provides salary protection when a secretary is unable for work due to illness or matters outside his/her control. Such days should not be viewed as entitlements or to compensate for casual time away from work. The District and the Association recognize that attendance is an important element of the work ethic and increases efficiency and effectiveness. Subject to the limitations set forth hereinafter, secretaries shall have the right to leave without loss of pay provided leave days in the employee's leave day bank is available.
- B. Each secretary shall be credited with the following amount of leave days:
1. Secretaries shall receive 15 days. Use of the first nine (9) leave days will not require pre-approval from the appropriate building administrator. The remaining six (6) leave days will require pre-approval. Said leave days shall be fully credited upon their first pay period of their employment. These days shall be prorated for those secretaries hired or recalled during the school year.
 2. Days may not be taken immediately preceding or following a holiday or school recess unless in an emergency. In such emergencies the employee will notify the district as soon as possible.
- C. Unused leave days will be cumulative to 200 days per year. Those that have more than two hundred (200) days accumulated on September 30, 2011, will maintain their total accumulation. Those with two hundred (200) or more accumulated leave days will receive their fifteen (15) additional leave days at the beginning of each school year. Any leave days used during that school year will first be deducted from these fifteen (15) leave days. A statement of accumulated leave days will be printed on each employee's bi-weekly paycheck.
- D. Abuse of Leave Privileges – Secretaries who abuse the leave with pay shall be subject to appropriate discipline by the Board.
- It is recognized that the employer has instituted an absenteeism/attendance procedure. Notice of this program/procedure will be given to all new employees at the time of hire.
- E. Leave without loss of pay, not chargeable against the secretary's leave day allowance, shall be granted for the following reasons:
1. Leave for Death in the Immediate Family: A maximum of three (3) days which shall not be cumulative, shall be allowed for death in the immediate family, which shall be interpreted as: father, mother, husband, wife, child, sister, brother, father-in-law, mother-in-law, grandchild, grandparents, or dependent of the immediate household residence. Such leave will be subject to the approval of the Personnel Office acting as the Superintendent's delegate.
 2. Conference Attendance: Is an integral part of the Board's plan for in-service growth of personnel. Representatives of the Association are eligible to attend meetings and conferences at the expense of the Board without loss of pay benefits, or allowance days. Requests will be submitted to the building principal or supervisor and must receive his/her approval and that of the Superintendent. Such requests shall be acted upon by the building principal or supervisor within forty-eight (48) hours of submission. Denial may be appealed by the secretary to the Superintendent or his/her designee.

3. Court Appearance: Court appearance as a witness in any case connected with the secretary's employment or the school, or whenever the secretary is subpoenaed to attend any proceedings. The secretary may be asked to produce evidence of subpoena at the discretion of the Superintendent or his/her designee.
4. Jury Duty: Any secretary who is summoned for jury duty examination and investigation must notify the Personnel Office within seventy-two (72) hours of receipt of such notice. If an employee is summoned and reports for jury duty, he/she shall be paid the difference between the amounts he/she receives as a juror and his/her normal week's pay.

To be eligible for jury duty pay differential, the employee must furnish the employer with a written statement from the appropriate public official, listing the dates he/she received pay for jury duty. An employee found abusing this privilege shall not be entitled to the pay differential.

5. Student Trips: Secretaries who are required to accompany students on field trips outside the building on days, which are regular, workdays and work hours for the secretary.
- F. A secretary who is exposed on the job and is subsequently absent from work because of mumps, scarlet fever, measles, chicken pox, hepatitis, HIV, AIDS, strep throat, pink eye, smallpox, rubella, diphtheria, tetanus, pertussis (whooping cough), polio, TB, ringworm, head lice, and scabies, shall not have the time charged against his/her leave days. Verification of the illness may be requested from a doctor by the Superintendent or his/her designee.
- G. Secretaries shall not utilize regular work time or personal leave days to engage in activities to support a work stoppage in another school district.

ARTICLE XVI – UNPAID LEAVE OF ABSENCE

A. Leaves of absence without pay and without fringe benefits may be granted for any of the following reasons:

1. Health Leave: A secretary may be granted a health leave when his/her health or the health of a member of the immediate family, which shall be interpreted as: father, mother, husband, wife, child, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or dependent of the immediate household residence, warrants it. Such leave may be renewed and extended for an additional one (1) year. At the end of such leave, the secretary must either return or resign. When the health of a secretary or that of the member of his/her immediate family, as defined above, permits his/her return, he/she shall so request the Superintendent in writing and submit a statement from a physician certifying his/her fitness to return. The secretary may be required to submit to a medical examination by a Board appointed physician prior to approval for return. All health leaves will comply with the Family Medical Leave Act.
2. Military Leave: Any secretary covered by the salary schedule who leaves the school district to perform active service in the Armed Forces of the United States is entitled to re-employment rights in the position he/she is vacating or one of like status and pay scale provided:
 - a. The position vacated is other than temporary.
 - b. He/she is honorably discharged from the Armed Forces.
 - c. He/she is still qualified and competent to perform the duties of such secretarial position.
 - d. He/she applies for re-employment within ninety (90) days after discharge or if hospitalized when discharged as a consequence of his/her active service in the armed forces, within one (1) year after such discharge.

In the event of re-employment, the following provisions shall apply:

- e. Accrual of seniority shall be granted.
 - f. Increments shall be added as if the secretary had been in the school district employ during time of such active service in the Armed Forces.
 - g. His/her status under contract shall be the same as when employment was terminated at the time military leave was granted. Further, all provisions of this policy shall be in accordance with state and federal laws governing military leaves of absence.
3. Parental Leave: After completion of at least one year of service and upon verification of the pregnancy with a physician's statement, a paternity/maternity leave may be granted to a secretary.

After completion of at least one year of service, a secretary adopting a child may be granted leave upon verification of the adoption.

B. An employee granted a leave of absence by the Board for more than ninety (90) calendar days shall be returned to active employment provided he/she has given proper notice. Such secretaries shall have equal rights with secretaries who are on the recall list. That is, they shall

be placed on the recall list in seniority order and recalled together with laid off secretaries pursuant to Article VI.

If a leave exceeds ninety (90) calendar days, seniority shall be frozen at that time.

Employees on a leave of absence of ninety (90) calendar days or less shall be returned to a position.

- C. An employee is required to notify the Human Resources Office in writing at least sixty (60) calendar days preceding the expiration date of a leave indicating his/her desire to return, request an extension, or resignation. Otherwise, the employee will be considered as terminating his/her employment.

ARTICLE XVII – ATTENDANCE PROCEDURES

- A. Employees are responsible for reporting their absence by calling an assigned number at least one (1) hour prior to the starting time of their assignment. Calls are to be made to a central substitute answering service. The Board shall provide that the assigned number be available to secretaries on a twenty-four (24) hour a day basis. Employee should also contact their Administrator to report their absence.
- B. Upon request of the supervisor or the secretary, a substitute shall be provided as of the first day of absence of the secretary.

ARTICLE XVIII – FRINGE BENEFITS

- A. The District shall pay the annual maximum Hard Cap amount as defined yearly by the State Treasurer with respect to PA 152 of 2011 and the Employees will be responsible for contributing the remaining balance (above hard cap) of the insurance premium on a pre- tax basis. This contribution will be based on the subscriber's status – Full Family, Two Person, Single Subscriber or those not electing Health. The employee is also responsible for 10% of all ancillary plans (Dental, Vision, Life, and LTD).

Medical Plan Options (for employees electing MESSA Health Insurance)

Health Choice 1: Choices

The co-pay on prescription drugs shall be according to the "5 Tier Rx and Mandatory Mail" plan and there shall be a \$1,00/individual/\$2,000 family deductible for in-network and \$1,000 for individual and \$2,000 per family per calendar year for out-of-network. Also, there will be a \$20 office visit co-pay.

Health Choice 2: ABC 2

The co-pay on prescription drugs shall be according to the "3 Tier Rx and Mandatory Mail" plan and there shall be a \$2000/individual/\$4000family deductible for in-network and \$4000 for individual and \$8000 per family per calendar year for out-of-network.

Health Choice 3: ABC 2

The co-pay on prescription drugs shall be according to the "3 Tier Rx and Mandatory Mail" plan and there shall be a deductible, as defined yearly by federal law for high deductible health plans, \$2000/individual/\$4000 family deductible for in-network and \$4000 for individual and \$8000 per family per calendar year for out-of-network.

Health Choice 4: Essentials

The co-pay on prescription drugs shall be according to the "Essentials by MESSA" plan and there shall be a \$375/individual/\$750 family deductible for in-network, with 20% of approved amount after deductible and \$750 for individual and \$1500 per family per calendar year for out-of-network.

Long Term Disability:

70%

\$5,000 Maximum per month

Modified fill or 60 calendar days whichever is greater Freeze on offsets

Alcohol/Drug – Same as any other illness

Mental/nervous – 2 years

Delta Dental:

100:90/90/90: \$1,500 or if spouse has coverage by another carrier

50/50/50: \$1,000 (with sealant)

Negotiated Life:

\$45,000 Life and Accidental Death & Dismemberment

Vision:

VSP-3 Plus

Opt Out Option (for employees not electing MESSA Health Insurance)

Long Term Disability:

70%

\$5,000 Maximum per month

Modified full or 180 calendar days whichever is greater Freeze on offsets

Alcohol/Drug – Same as any other illness Mental/Nervous – 2 years

Delta Dental:

100:90/90/90: \$1,500 or if spouse has coverage by another carrier 50/50/50: \$1,000 (with sealant)

Negotiated Life:

\$45,000 Life and Accidental Death & Dismemberment

Vision:

VSP-3 Plus

- B. Secretaries laid-off or on leave of absence beyond ninety (90) days may continue under group coverage as provided in the Consolidated Omnibus Budget Reconciliation Act (COBRA). Secretaries on Workers' Compensation shall have coverage paid by the Board, as required by law.
- C. Upon termination or lay-off of employment with the Board, the premiums for employees' benefits as described above, will cease to be paid by the Board.
- D. The Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as described above. The failure of an insurance company to provide any of the benefits for any reason shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation under this Article.
- E. Disputes between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure.

ARTICLE XIX – EVALUATIONS

- A. All monitoring or observation of the work performance of a secretary shall be conducted openly with full knowledge of the secretary.
- B. If the secretary does not agree with the evaluation, the secretary will have the opportunity to answer the evaluation in writing, to the appropriate administrator with a copy placed in the secretary's personnel file.
- C. The building principal or the appropriate administrator shall be responsible for written evaluation of all personnel covered by this Agreement annually. Responsibilities include:
 - A. Acquainting new employees with evaluative procedures during the first five (5) workdays of their assignment to the building or program.
 - B. Executing written evaluations and forwarding copies to the Personnel Department and the employees.
 - C. Conducting, when appropriate, the evaluation in a manner that identifies specific areas where improvement is needed, suggested steps to bring about improvement, and adequate time to make improvements.
- D. Secretaries receiving evaluations that denote need for improvement shall be entitled to request and receive an additional evaluation within six (6) months of the date of the original evaluation. The Association president shall receive written notice of such evaluations denoting need for improvement.
- E. All evaluations shall be due and shall be completed by May 15 of the school year of such evaluation.
- F. Alleged misapplication or violation of evaluation procedures, criteria and/or content of the evaluation shall be subject to the grievance procedure.
- G. If a secretary is not evaluated during any year, his/her performance shall be deemed to be satisfactory for that year.
- H. All secretaries will be evaluated using the evaluation forms and procedures as mutually agreed to and contained on the District Web Site.
- I. Probationary (newly hired) employees must be formally evaluated on approximately the thirtieth (30th) and sixtieth (60th) workdays of their ninety (90) workday probationary period. Conferences shall be held shortly after the thirtieth and sixtieth workday periods. Deficiencies shall be documented and clearly noted on the secretarial evaluation form and should be explained to the probationary employee at each conference. The probationary employee shall receive a copy of the evaluations, and the evaluator shall send copies to the Human Resources Office.
- J. A third and final evaluation conference shall be held before the eightieth (80th) worked day. As with the other two conferences, the secretarial evaluation form should be completed and given to the probationary employee with a copy sent to the Human Resources Office. Finally, the supervisor shall submit to the Human Resources office and to the employee ten (10) workdays

before the expiration of the probationary period, a one (1) page final evaluation narrative. Such narrative shall minimally contain a paragraph describing the weaknesses and deficiencies of the probationary employee, and a statement telling whether the supervisor recommends permanent employment or termination.

ARTICLE XX – JOINT ASSOCIATION MANAGEMENT MEETINGS

- A. JAMM meetings shall be held between representatives of the Board and the Association on a regularly scheduled basis when requested.
- B. The purpose of these meetings will be to review the administration of the Agreement and resolve any problems. It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.
- C. All meetings between the parties should be scheduled to take place as promptly as possible. The rescheduling will take place within two (2) days of the request from the Association or the Board of Education.
- D. All requests for meetings will be made directly between the Associate Superintendent for Human Resources and Labor Relations and the Association President or designee. They will mutually develop the time, place and agenda for such meeting.

ARTICLE XXI – MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms.
- B. The Board shall prepare copies of this Agreement and give a copy to each secretarial employee and to each newly employed secretary during the term of this Agreement. The Board shall also furnish copies of the Agreement to the Association.
- C. This Agreement is subject, in all respects, to the laws of the State of Michigan and applicable federal laws with respect to the powers, rights, duties and obligations of the Board, the Association, and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, and subject to renegotiations. However, all other provisions of this Agreement shall continue in effect.
- D. Any secretary using his/her personal car for school business at the direction of the building principal or unit supervisor should be paid at the then current per mile rate allowed by the Internal Revenue Service. Proper forms must be submitted for Board approval of mileage expense.
- E. Secretaries who are required to assist with the preparation of the CA-15 and other Fourth Wednesday reports and/or the year end checkout of the teachers shall be provided necessary overtime with prior approval recommended by the immediate supervisor and approved by Personnel.
- F. Each contract year, up to six (6) workdays may be set aside for professional development. One of these days shall be for the purpose of attending a districtwide in-service. The other days may be professional development days. The Districtwide In-service workday shall be eight (8) hours, which shall include a one (1) hour duty free lunch period. The workday for the other two (2) days shall be consistent with the normal work schedule.
 - 1. A professional development plan will be developed for association employees each school year. This plan will be jointly developed with the District and the Association, and will include the following:
 - a. The District and the Association will work collaboratively to develop an annual offering and will survey the bargaining unit for that they are interested in related to professional topics.
 - b. Both the District and the Association may suggest subjects for professional development.
 - c. Annual PD offerings will include both mandated as well as optional sessions.
 - d. Sessions may be facilitated by colleagues in the department, as appropriate.

- e. Secretaries may request one day of external/off-site training or professional development. If approved by both the Building Principal and the Director of Human Resources, this would be paid for at the District's expense.

If a scheduled session goes beyond an employee's contractual day or occurs on a day when an employee is not scheduled to work, they will be compensated at their regular hourly rate for that time outside of their work schedule.

- G. The first professional development day may be a secretarial orientation meeting. This day shall be scheduled in August, prior to the first student day, on a day mutually agreed to by the Association and the Associate Superintendent for Human Resources and Labor Relations.

ARTICLE XXII – NEGOTIATION PROCEDURES

- A. At least sixty (60) days, and not more than one hundred-twenty (120) days, prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of secretaries employed by the Board. By mutual agreement, the process may begin earlier.
- B. In any negotiations, it is recognized that all agreements are tentative until completion of the total Agreement and until the Agreement has been ratified by the representatives of the parties.
- C. When the Board gives consideration to significantly changing practices affecting secretaries' positions, it shall collaborate with the Association.
- D. The Board and Association recognize the value of collaborative efforts as they apply to collective bargaining and problem solving. The Board and Association are committed to study the many models of collaborative decision making, particularly as they apply to the collective bargaining process. The Board and Association shall work towards a suitable process for collaborative bargaining and problem solving tailored to enhance a positive working relationship.
- E. All members engaged in negotiating on behalf of the Association with any representative of the Board shall be released from their regular duties during days, arranged by mutual consent, without loss of salary, leave days, or Association days.

ARTICLE XXIII – PAYROLL DEDUCTIONS AND PROCEDURES

- A. All new secretaries must have on file an exemption card for withholding tax as required by IRS in the Human Resources Office. Any employee desiring change in exemptions shall do so by filing a new card. Deductions are based upon a schedule supplied by the Federal Government.
- B. *Payroll Deduction of Union Dues and PAC*
1. This Article shall become effective on August 1 of the year the Association notifies the Employer of its intent to implement payroll deduction of Association dues, assessments, and/or political action committee (PAC) contributions.
 2. Any bargaining unit employee may voluntarily become a member of the Association. A member of the Association or an employee who has applied for membership may sign and deliver to the Employer a signed form authorizing the payroll deduction of dues, assessments, and/or contributions to the Association and/or its PAC. Said authorization if received in a hard copy signed form or an electronically signed form provided by the Association shall be accepted and processed by the Employer.

The Employer shall process payroll deduction forms received from members within 10 (ten) days of receipt. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the member under procedures administered by the Association.

Pursuant to such authorization, the Employer shall deduct one-nineteenth (1/19th) of such dues, assessments, and/or contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in the first paycheck in September and ending in June of each year.

If the payroll deduction amounts change within the course of any school year, the Association shall provide to the Employer a payroll change form for any affected member to apply within 10 (ten) days of receipt to any remaining pays per the deduction schedule defined above.

3. 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.
4. Upon receipt of authorized payroll deductions for Association dues, assessments, and contributions to the Association and/or its PAC, the Employer shall transmit these payments to the Michigan Education Association via provided ACH within 10 days of when the payroll deductions took place.

Accompanying the distribution of payments will be a report indicating the specific categorical (dues, MEA assessment, MEA-PAC/NEA Fund for Children) amounts attributable to each employee with the employee's name, employee ID number (if applicable), payroll ID number (if different than employee ID). The Association will provide an Excel template for the ease of

reporting this information. This Association-specific report shall be provided via email to the Association within the 10-day requirement as an Excel attachment.

5. This provision 5. becomes effective immediately upon, and applies to the extent permitted by, either of the following:
 - a. A decision or ruling by the United States Supreme Court that reverses or limits, in whole or in part, *Janus v AFSCME*, US; 138 S Ct 2448 (2018).
 - b. The ratification of an amendment to the United States Constitution that restores the ability to require, as a condition of employment, a public employee who is not a member of a bargaining representative to pay, under any circumstances, fees, including agency fees, to the bargaining representative.

When this provision 5. is effective, as a condition of continued employment, bargaining unit employees shall pay the bargaining representative membership dues or service fees. **THIS PROVISION WOULD SUPERSEDE THE FIRST SENTENCE IN SECTION 2, ABOVE.**

Any and all other conditions of employment related to the enabling of the provision in this Article shall be negotiated by the parties upon the effective date of either 5.a or 5.b above.

ARTICLE XXIV – LONGEVITY

Longevity will be paid on the following basis:

<i>Years of Service in Southfield Public Schools</i>	<i>Annual Amount</i>
Five (5) to Nine (9)	\$500
Ten (10) or more	\$1,000

All bargaining unit members shall be eligible for longevity. Longevity shall be paid annually in the first full payroll of December.

ARTICLE XXV – CONCLUSION AND DURATION

This Agreement shall be effective as of November 24, 2024 and shall remain in effect for two years from the point of ratification.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

APPENDIX A – CLASSIFICATIONS

High School	Secretary
High School	Assistant
High School	Counselor/Bookkeeper
Middle School	Counselor
Middle School	Secretary
Elementary School	Secretary

Beginning January 27, 2025, the Parties agree to form a committee to meet and confer regarding job descriptions for each of the classifications above for the purpose of updating work expectations and to seek understanding of current roles of ESOS bargaining unit members and the work support provided to building staff. The work product will be in place for the beginning of the following academic school year.

*Assignment is related to function not to individual supervisor or location.

APPENDIX B - WAGE SCHEDULE & COMPENSATION

Step	Lane 1	30 CEC	45 CEC	60 CEC	75 CEC	90 CEC	115 CEC	120 CEC
1	\$17.31	\$17.81	\$18.32	\$18.82	\$19.33	\$19.83	\$20.33	\$20.84
2	\$18.09	\$18.62	\$19.15	\$19.76	\$20.20	\$20.73	\$21.26	\$21.78
3	\$18.91	\$19.46	\$20.01	\$20.57	\$21.12	\$21.67	\$22.22	\$22.77
4	\$19.77	\$20.35	\$20.92	\$21.50	\$22.07	\$22.65	\$23.22	\$23.80
5	\$20.67	\$21.27	\$21.87	\$22.47	\$23.07	\$23.67	\$24.28	\$24.88
6	\$21.03	\$21.64	\$22.25	\$22.86	\$23.47	\$24.08	\$24.70	\$25.32
7	\$21.35	\$21.97	\$22.59	\$23.21	\$23.83	\$24.45	\$25.08	\$25.70
8	\$21.67	\$22.62	\$23.28	\$23.85	\$24.65	\$25.25	\$25.80	\$26.75
9	\$22.43	\$23.42	\$24.10	\$24.68	\$25.51	\$26.13	\$26.70	\$27.69
10	\$23.21	\$24.23	\$24.98	\$25.55	\$26.41	\$27.05	\$27.64	\$28.66

A. Wage Scale:

1. "High School" column is removed. All current bargaining unit members in current "High School" column and old CEC columns to the updated/corresponding CEC column.
2. Current CEC Schedule remains effective with changes.
3. Steps progress annually on the first workday of each academic school year.
4. Steps 9 and 10 are added at 0.5% above the previous step.
5. Previous experience for work in public schools will be honored in step placement, including previous educational attainment corresponding to CEC formula defined in this appendix.
6. All financial enhancements are retroactive to the first day of work for the 24-25 academic school year.
7. SPS may implement a referral bonus for the duration of this agreement for any bargaining unit positions. Such incentive payment shall not exceed \$500.00 per eligible candidate referred to SPS by an existing bargaining member. Verification of referrals shall occur per a process and policy adopted by the District. The union shall be informed each time a referral bonus is paid to their member.
8. **Ratification Bonus:** Upon ratification of the agreement, bargaining unit members will receive a one-time four hundred dollar (\$400.00) off-schedule payment, which shall be paid out in the second full payroll follow ratification of both parties.

- B. **Continuing Education Credits (CEC):** In order to progress to the next lane on the Wage Schedule, an ESOS member must obtain fifteen (15) CEC's for each lane after 30 CEC by achieving one or a combination of the following:

District PD	Non-District PD	College Credits
1 Course/PD Session = 1 CEC	1 Course/PD Session = 2 CEC's	1-2 Classes = 3 CEC's
	2 Courses/PD Sessions = 3 CEC's	3-4 Classes = 5 CEC's

PD = Professional Development

1. All Continuing Education Credits must be pre-approved in writing by the Division of Talent Management prior to attendance of the PD and College Class and be CECs that will enhance the job responsibilities of an ESOS bargaining unit member in order to be considered for the lane change provision. In the event that bargaining unit members submits a request for approval to the Talent Management Division at least one (1) month in advance of the CEC class/opportunity and has not received a response within three (3) weeks of the CEC class/opportunity, they may submit a request directly to the Chief Talent Management and Organizational Efficacy Officer for consideration.
2. CEC's are valid for a maximum of five (5) years after completion (upon next negotiation period).
3. Duplicate CEC's will not be processed or counted towards future lane change requests. As an example, if an individual received credit for CECs in 2020 and was awarded a Lane Change in 2021, those CECs that were approved for the Lane Change in 2021 cannot be utilized towards a Lane Change in 2023.
4. Lane Changes will take effect with the next regular pay period, once official documentation is received by the Division of Human Resources.
5. It is the ESOS member's responsibility to track and maintain PD records in case the district gives an opportunity for annual increases based on such.

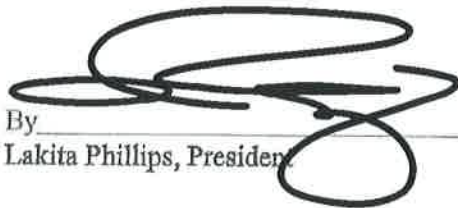
IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives the day and year first above written.

For the Southfield Public Schools

By 
Ashanti Bland, President

By 
Leslie Smith-Thomas, Secretary

For the Educational Secretaries of Southfield

By 
Lakita Phillips, President

By 
Christopher Pratt, Executive Director

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