AGREEMENT

BETWEEN

HARBOR BEACH COMMUNITY SCHOOLS

AND

HARBOR BEACH SECRETARIAL ASSOCIATION

2025- 2027
2025-2026 and the 2026-2027 School Year

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AGREEMENT

This Agreement is entered between the Board of Education of the Harbor Beach Community School District, Harbor Beach, Michigan, hereinafter called the "Board" or the "Employer" and the Harbor Beach Secretarial Association, hereinafter called the "Association." This Agreement sets forth the hours, wages, and conditions of employment to be observed between the parties of this Contract in the Harbor Beach Community School District.

ARTICLE 1 - RECOGNITION

1.01 The Board hereby recognizes the Association as the exclusive and sole bargaining representative of employees as defined in Section 1.02 for the purpose of collective bargaining with respect to wages, hours, and conditions of employment as set forth herein for the term of this Contract.

1.02 The term "employee(s)," as used in this Agreement, means those personnel employed either full-time, part-time, or full-time year-round by the Board as secretaries.

a. The term "part-time" means employed at least twenty (20) hours per week for at least 180 days each school year, but less than full time.

b. The term "full-time" means employed at least thirty (30) hours per week for at least 180 days each school year.

c. Full-time year-round employee is defined as, "an employee who works at least 30 hours per week and is scheduled to work 248 days. (These 248 days are scheduled work days and do not include scheduled paid holidays.)

The term "employee(s)" excludes:

a. All other persons performing clerical work, including but not limited to:

1. All bookkeepers and secretaries in the Superintendent's office.

2. People employed less than part-time.

3. A person substituting for an employee represented by the Association, where the Association represented employee is on an approved leave or is temporarily absent.

b. All other employees represented by another bargaining unit.

c. Employees, as defined by the Michigan Employment Relations Commission as one of the following:

1. Supervisory
2. Managerial
3. Administrative
4. Confidential
5. Executive

d. All other employees.

1.03 Unless otherwise specifically indicated, use of the term "employee" when used hereinafter in this Agreement refers only to an employee represented by the Association. References to one gender include the other gender unless otherwise indicated.

1.04 All employees covered under this Agreement shall have the right to join the Association, but membership shall not be required as a condition of employment.

ARTICLE 2 - BOARD RIGHTS

2.01 All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any matter whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtraction's therefrom or revisions hereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the Employer without prior negotiations with the Association 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 shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.

2. Continue its right and practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and the right to establish, modify or change any work or business hours or days. The ability to assign based on skills and other abilities. In the event that all skills and abilities are equal other provisions of this agreement will be the tiebreaker.

3. The right to direct the working forces, including the right to hire, promote, suspend, discipline, counsel (as to work) and discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine job content,

determine the size of the work force and to lay off employees.

4. Set the standards of productivity; determine the services to be rendered. The term "work" as used in this section shall specifically include work that is currently being performed or could be performed by this bargaining unit.

5. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.

6. Adopt reasonable rules and regulations.

7. Determine the qualifications of employees, including physical and/or psychological conditions with appropriate medical personnel.

8. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

9. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

11. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

12. Determine the policy affecting the selection, testing or training of employees.

13. Cease operations and/or relocate any of the facilities and services provided, or any part thereof; to expand, reduce, alter, transfer, assign or cease any job, department, operation or service or any part thereof.

ARTICLE 3 - ASSOCIATION RIGHTS

3.01 The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one (1) of which shall be provided in each building of facility to which employees are assigned. Such notice shall not be politically partisan, or derogatory, or critical of the Employer, or the Employer's officers, agents, supervisors, employees, department or subdivisions, nor shall such notices be derogatory or critical of the services, techniques, or the methods of the Employer.

3.02 The Association may use the internal document delivery service of the Employer, without postage, and employee mail boxes for communication purposes with employees covered by this Collective Bargaining Agreement.

3.03 The Association will remove from either the bulletin board or the mail upon written request of the Employer, any material which in the Employer's opinion is libelous, defamatory, politically partisan, scurrilous, or detrimental to the labor management relationship.

3.04 The rights granted in this article shall not be granted or extended to a competing labor organization.

ARTICLE 4 - EMPLOYEE RIGHTS

4.01 Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 ET SEQ the Employer and the Association hereby agrees that all employees shall have the right to freely organize, join and support this Association/Association, decertify and select another association/association as their exclusive representative, or select no association/association to represent them; that any individual employee may present grievances to the Employer and have the grievances adjusted without intervention of the Association/Association; and to engage in other lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. An alleged violation of this section of this article shall not be subject to the grievance procedure.

4.02 The Employer shall not discipline or discharge any non-probationary employee without just and reasonable cause. Discipline includes warnings, reprimands, and suspension. An employee placed on an administrative suspension for cause pending Board approval shall not be reimbursed for such time if the action is approved by the Board. The employee will be reimbursed for wages lost, to the extent determined by the Board, should the Board recommend retention of the employee or sets aside the suspension.

4.03 An employee is entitled to have an Association representative present during any meeting which will or may lead to disciplinary action. Following a request for representative, no action will be taken until an Association representative is present.

4.04 No material will be placed in an employee's file unless the employee has had an opportunity to review and sign the material. Such signature shall be understood to indicate the employee's awareness of the material only, but shall not mean agreement with the material's content. The employee may make a written response to material in their file and such response will be retained in connection with that material.

4.05 The Employer will provide the reasons for disciplinary action (written reprimand, suspension and discharge) in writing at the time of the discipline.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 A grievance shall mean a complaint by an employee in the bargaining unit (1) that there has been to the employee a violation, misinterpretation, or inequitable application of any provision in this agreement, or (2) that the employee has been treated unfairly or inequitable by the reason of any act or condition which is contrary to established policy or practice governing or affecting employees as provided for in this Agreement. As used in this Article, the term "employee" shall also mean a group of employees having the same grievance.

5.02 Adjustment of grievances within the bargaining unit shall be presented and adjusted in the following manner:

5.03 LEVEL ONE - Any Association member or group of members, having a grievance shall within five (5) working days of the alleged incident take the matter up with his/her immediate supervisor with the object being to resolve the matter internally. If an employee desires, an Association representative may be present during this discussion. The immediate supervisor will provide a written answer within five (5) working days.

5.04 LEVEL TWO - In the event that the employee is not satisfied with the disposition of his/her grievance at Level One, the employee will reduce the allegation to writing and shall forward the written grievance to the Supervisor of the administrator hearing the original grievance at Level One within five (5) working days. The administrator will issue a written decision within five (5) working days. (Depending on the administrative/ employee structure this level may or may not be at the Superintendent level)

5.05 LEVEL THREE - In the event that the employee is not satisfied with the disposition of his/her grievance at Level Two, the employee shall forward the written grievance within five (5) working days to the Superintendent who shall issue a written decision within ten (10) working days of receiving the grievance.

5.06 LEVEL FOUR - In the event that the employee is not satisfied with the disposition of the grievance at Level Three, he/she may forward the written grievance to the Board within ten (10) days. The Board will settle the grievance within forty-five (45) days of receipt. The Board will hold a hearing or otherwise investigate the grievance, or prescribe such procedures as it deems appropriate for consideration of the grievance.

5.07 The time limits specified in the grievance procedure shall be binding unless an extension of such limits is mutually agreed upon. It is understood that Saturdays, Sundays, and holidays are excluded in the determination of the time limits specified in this Article. When the grievance is heard at the Superintendent Level (level two or three) Superintendent shall have 10 working days to thoroughly review contents of alleged grievance.

ARTICLE 6 – SENIORITY

6.01 New employees hired into the bargaining unit, other than substitutes, shall be considered probationary employees for ninety (90) calendar days. At the end of the probationary period the employee will be entered on the seniority list with the seniority from the date of employment. Probationary employees, whose job performance is unsatisfactory, may be discharged for such unsatisfactory performance not subject to the grievance procedure.

6.02 Seniority will accrue from the last date of hire. Leaves of absences and layoffs pursuant to this Agreement shall not be considered a break in service, however, seniority will only accrue for fully paid leaves and while in receipt workers compensation arising from an injury with the Employer. Part-time employees will accrue seniority on a pro-rata basis.

a. The employee quits, or
b. The employee is discharged for just and reasonable cause, or

c. The employee fails to report to work within five (5) working days after recall from layoff.
d. The employee is absent from work for three (3) consecutive working days without advising the Employer of a reason, including when the employee overstays a leave of absence, or
e. The employee retires, or
f. The employee has been laid off in excess of his/her seniority, not to exceed five (5) years.

6.04 A seniority list showing years of accrued seniority shall be published each September and a copy shall be sent to each Association member.

ARTICLE 7 - VACANCIES AND TRANSFERS

7.01 A vacancy shall be defined as a newly created position or a present position not filled within the bargaining unit. When the Employer determines that a position or a vacancy within the bargaining unit is to be filled, including a newly created position within the bargaining unit, a notice of vacancy shall be posted.

7.02 Such posting shall be delivered to each current employee covered by this agreement, electronically in the offices of the Superintendent, the Elementary Principal, and the High School Principal for a period of five (5) working days. Said posting shall contain the following information:

1. Type of work
2. Location of work
3. Approximate starting date
4. Rate of pay
5. Hours to be worked
6. Minimum requirements

Interested employees may apply in writing to the Superintendent, or designee, within five (5) days posting period.

7.03 The Employer shall notify employees of vacancies occurring during the summer months (June, July, August) by sending notice of the same to each employee by U.S. mail.

7.04 In filling a vacancy, the Board agrees to give consideration first to the qualifications of the applicant, length of service in the system, and other relevant factors. The decision of the Board as to the filling of such vacancies shall be final. The Board may fill the vacancy with a new employee.

ARTICLE 8 - LAYOFF AND RECALL

8.01 A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority and ability. Laid-off employees may continue their vision and dental benefits by paying the regular monthly per subscriber group rate premium for such benefits to the employer, within the limitations of the carrier.

8.02 Laid-off employees shall be recalled in reverse order of layoff to any position for which they are

qualified. Employees who are on layoff have a right to recall to the same or vacant position from which they were laid off for a period not to exceed one hundred and twenty (120) calendar days from the effective date of layoff. Conditioned upon the employee's ability to perform the work competently, the employee shall be recalled from layoff in inverse order of layoff.

8.03 Notice of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from the receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit seniority rights.

8.04 A reduction in hours is not a layoff; however, to the extent feasible an affected employee will be advised of a reduction at least fourteen (14) calendar days in advance. When a full-time employee's hours have been reduced to part-time status, the employee may bump the lowest seniority full-time employee within a position for which the reduced employee is qualified. When a part-time employee's hours have been reduced to less than part-time status, the employee may bump the lowest seniority employee within a part-time position for which the reduced employee is qualified. Full time employees will be defined as 30 hours a week or more. Part time employees will be defined at less than 30 hours per week but greater than 20 hour per week.

8.05 Layoff shall be defined as a reduction in the work force beyond normal attrition.

8.06 To the extent feasible, the Employer shall provide the employee with fourteen (14) calendar days' notice of actual layoff.

8.07 In the event of a layoff, the Employer shall lay off probationary employees provided there are qualified employees with more seniority remaining who can demonstrate the ability to perform the work. Layoff shall be in reverse order of seniority.

8.08 No new employee shall be hired while there is a laid-off employee(s) qualified to fill the position.

8.09 The limitations in paragraph 8.08 shall not apply if such work was offered to and refused by the laid-off employee(s).

8.10 Laid off employees shall have the right to bump into a position for which they are qualified which is held by the employee with the least seniority.

ARTICLE 9 - HOURS OF WORK

9.01 The board agrees to attempt to work in a direction that would allow the hours and number of days for secretaries shall not be less than 220 days and eight (8) hours per day, 7:00 am to 3:30 pm or 7:30 am to 4:00 pm unless mutually agreed upon by both administration and individual secretary. The preceding number of days is including vacation and/or holidays. The above stated work

schedule, hours, and assignments are subject to the discretion of the Superintendent, and the Association will be notified of any deviation.

9.02 The lunch period shall be established by the immediate supervisor in accordance with the organized pattern best suited to the particular building and/or department. Each employee will have lunch period scheduled close to the middle of the work day. Lunch time is not considered for purposes of pay. The length of the lunch period may be worked out with the employee but will be not less than thirty (30) minutes.

9.03 Employees will be provided a fifteen (15) minute break during the first half of their work day and a fifteen (15) minute break during the last half of their work day.

ARTICLE 10 - COMPENSATION

10.01 The following salary schedule will be used for the duration of this contract

Year of Service	2025-2026	2026-2027
1st – 3rd	**17.20**	**17.70**
4th – 6th	**17.40**	**17.90**
7th - 9th	**17.60**	**18.10**
10th - 12th	**17.80**	**18.30**
13th and beyond	**18.00**	**18.50**

Each employee annually will receive a stipend of $500 for a positive (effective or higher) work evaluation.

10.02 Overtime hours scheduled by the immediate supervisor that are worked beyond the normal 40-hour work week, or on Saturdays or on Sundays shall be paid at the rate of one and one half (1 1/2) times the employee's regular rate of pay. Note: this matches Labor Law.

Hours scheduled by the immediate supervisor that are worked on holidays shall be paid at two (2) times the employee's regular rate of pay, in addition to the holiday pay.

10.03 Work which may be required outside the regular working hours will be offered to the employee in the office where the work is required. If extra work within the school system if offered to an Association member, it will be offered to the association member as recommended by the administrator in charge of the project. It is understood that the position of recording secretary for the Board will not be assigned except in case of emergency. If there is an inequitable distribution of overtime, a special conference with the Superintendent may be called.

ARTICLE 11 - VACATIONS AND HOLIDAYS

11.01 All secretaries will be provided 5 days of paid vacation per contract year. Vacation cannot be taken by multiple secretaries during student and staff workdays. Vacation days will be granted on a first come first serve basis. Vacation must be requested in writing to the Superintendent or supervisor at least one week before the scheduled vacation is to begin. Vacation is non-accumulative and must be used in the year that it is earned.

There will be one additional day of vacation added for each eight years of completed service within this bargaining unit to the district. This will be tallied in full days only.

11.02 Each employee will be paid for the following holidays:

1. New Year's Eve
2. New Year's Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Fourth of July
7. Labor Day
8. Thanksgiving Day
9. Thanksgiving Friday
10. Christmas Eve
11. Christmas Day
12. Christmas Day After

Holidays that fall on the weekend will be scheduled on Friday or Monday. On the last scheduled student day before Thanksgiving, Christmas, and Easter vacations members of the association may leave after the busses leave the school.

ARTICLE 12 - LEAVE POLICIES

12.01 Ten (10) days sick leave will be granted to all full-time employees (as set forth in Recognition 1.02 b) accumulative to one hundred (100) days. There will be no payout for unused sick days with the following one exception. Pay out of up to 30 unused sick days will be given at a rate of $50 per day if the employee provides written notice of resignation or retirement 90 days before the official requested last day of work.

12.02 Sick leave will apply to sickness of the individual employee and, when warranted in the opinion of the administration, it will also apply to his/her immediate family. The immediate family is defined as: fathers, mothers, spouse, the individual's children, and persons who stand instead of the immediate family.

12.03 An employee who has been on sick leave for more than five (5) consecutive work days must present a statement of verification from a physician if requested.

12.04 Employees may use sick leave for maternity leave.

12.05 An advance credit of sick leave days shall be granted to each employee at the above rate. In the event, an employee leaves the school system during the year and has used unearned advance leave, a proportionate deduction equal to the employee's daily rate times the number of such days will be made from the employee's final pay.

12.06 Leaves of absence with pay not chargeable against the employee's accumulated sick pay

allowance may be granted for the following reasons:

a. Two (2) days for personal business which cannot be transacted during non-working hours. Personal business days are non-cumulative. Employees must request personal business days in writing to the superintendent at least two (2) days in advance of the leave requested. The granting of such leave will be in the order of receipt and will be limited to one (1) employee at any one time. The scheduled day immediately preceding, or the day following a legal holiday or school recess will not be recognized for personal leave. It will not involve other business interest, nor will it be used for shopping, recreation, etc. A sick day may be used as an additional business day when warranted in the opinion of the Superintendent. Unused personal business days will be added to accumulated sick days.

b. A maximum of five (5) days per school year for a critical illness or death in the immediate family. If death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay for not more than a total of five (5) days. In case of death of the employee's grandparent or spouse's grandparent, the employee will be excused from work without loss of pay for two (2) days to attend the funeral.
Definition of employee's immediate family: The employee's immediate family shall be interpreted as including wife or husband, child, father, mother, sister, brother, father- in-law, mother-in-law, sister-in-law, brother-in-law, or persons who stand instead of the immediate family.

In the case of the death of a member of the employee's family not covered in the above section, the employee will be excused from work without loss of pay for one (1) day to attend the funeral subject to the approval of the Superintendent.

c. Absence when an Association member is called for jury duty.

d. Absence when an employee is subpoenaed to attend any proceeding when warranted by the administration. The Board would pay the difference between the employee wages and the court compensation. This provision shall not be applicable in any proceeding against the Harbor Beach Board of Education.

12.07 The Board shall grant a leave of absence for child-bearing/child care without pay to any employee. A physician's statement must be presented when requesting such a leave and upon return from a child-bearing/child care leave. These leaves will be granted under the following conditions:

a. Application will be made in writing to the Board at least thirty (30) working days prior to commencement of such leave. Exceptions will be made for emergencies.

b. To be eligible for a child care leave the employee must have been employed in the district for one year. Note: this matches Labor Law.

c. Employees may use any combination of sick leave, and/or unpaid leave for disability due to childbearing and any combination of vacation days and/or unpaid leave for child care. A statement as to what combination the employee intends to use will be included in the application.

d. Total leave may be up to one (1) school year. The application will include the expected date of return. Extension of leave beyond this date may be granted by the Board upon written request by the employee.

e. Any Board paid fringe benefit shall continue to the end of the month in which any paid leave extends. The employee shall have the option of continuing such benefits during the remainder of the leave by personal contribution provided such option is allowed by the carrier.

f. Any Association member may request in writing to the Superintendent and upon the approval is granted a leave of absence without pay for a purpose not specified in this section. The request must indicate the reason and will only be honored if arrangements can be made for temporary replacement of the employee. Employees who are granted an unpaid leave are entitled to continue insurance coverage at the group premium rate. Coverage is continued by the employee paying the premiums to the Harbor Beach Community Schools.

g. An employee who has accumulated the maximum 100 days in their individual sick bank shall be compensated at a rate of $30/day for any days granted in that current year, but not used. The maximum allowable payment will be $360. Payment will be made no later than June 30 of a given year.

ARTICLE 13 – INSURANCE

13.01 As permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act, MCL 15.563, the Board shall pay the current health insurance premium cost caps for eligible employees electing insurance through MESSA as annually adjusted by the State Treasurer. This adjustment shall not continue beyond the expiration of the Collective Bargaining Agreement. Any annual premium cost in excess of these amounts for the respective coverages shall be recovered through employee payroll deduction. Eligible employees are those employees who are regularly scheduled to work 30 or more hours: Single subscriber coverage only. The Board will provide without cost to the employees, an 80/80/80 Delta Dental Plan, with a $1,300 lifetime orthodontic maximum, for all members of the bargaining unit and their eligible dependents. The Board will pay the premium for the ~~MESSA~~ VSP ~~1~~ **2 (or equivalent)** Vision Program for all bargaining unit members and their eligible dependents.

13.01 An annual stipend in lieu of health care to be divided and paid in equal monthly increments. The yearly total to equal $1,900 for employees who do not take health insurance

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.01 Medical examinations which are required by the Board shall be at no expense to the individual except that examination required under paragraph 13.03 Article 13 Leave Policies.

14.02 This Agreement shall supersede and have precedence over any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.

14.03 This Agreement shall constitute a binding obligation of both the Employer and the "Association" and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

14.04 In the event that school is canceled, (Act of God Days): Employees may report for work at 9:00 AM and be relieved at 2:00 PM. Employees will work five (5) hours and be paid for eight (8) hours for the first six (6) Act of God Days. After the first Six (6) Act of God Days the employee must work eight (8) hours to get eight (8) hours of pay**.** The exception would be that if the administrative team determines that it is unsafe to attend work due to unforeseen conditions, the affected secretaries will be allowed the opportunity to use a sick day from their sick day bank during the same pay period to make up for the work time missed.

When school is dismissed early due to weather conditions, the Superintendent or designee will send employees home when he/she deems it appropriate with no loss of pay. In no event will this be longer than thirty (30) minutes beyond student dismissal time except for those employees required to aid in closing the school for the day as directed by the Superintendent.

ARTICLE 15 - PROTECTION OF ASSOCIATION MEMBERS

15.01 Association members are required to exercise certain control measures in the performances of their duties. Your contact with the children and the public and your function in the school is important to the operation of the school. Each employee is important to the operation of the school. Each employee must do their assigned work competently to ensure that the school operates in an efficient manner.

15.02 Any case of assault upon an employee in connection with the employee's duties shall be promptly reported to the building principal or supervisor. The Board may provide legal counsel to advise the employee of his/her rights and obligations with respect to such connection with the handling of the incident by law enforcement and judicial authorities.

15.03 The Board shall evaluate instances in which employees are sued on a case-by-case basis. In those instances, in which the Board determines that the employee was acting within the scope of employment, and was acting without gross negligence in what was reasonably perceived by the employee to be the best interests of the Board and the District, the Board shall indemnify the employee as permitted by MCL 380.11A(3)(d) and MCL 691.1408.

15.04 Time lost by an employee in connection with an incident mentioned in the above sections of this article which in the opinion of the Board is justifiable shall not be charged against the employee.

15.05 Complaints directed toward an employee shall be promptly called to the employee's attention.

15.06 Reimbursement will be made to employees for the loss, damage, or destruction of clothing or personal property of the employee while on duty in the school or on school premises as approved by the administration.

15.07 Employees shall not be made responsible for the administration or supervision of the building or

the discipline of students.

15.08 The Employer recognizes its obligation to provide a safe work place as required by law. Safety issues shall not be subject to the grievance procedure; however, the Employer shall strive to provide safe working conditions for employees.

15.09 Medication will be dispensed to students in accordance with District policy.

ARTICLE 16 - NEGOTIATIONS PROCEDURES

16.01 Thirty (30) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, and conditions of employment. If neither party files an intent to open the negotiations of the contract prior to thirty (30) days of its expiration, this contract shall remain in effect for the next school year.

16.02 In any negotiations described in this article, neither party shall have any control over the selection of the negotiation or bargaining representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the majority of the Board and a majority of the members of the Association. The parties mutually pledge that representatives selected by each shall be given all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE 17 - EXPIRATION

17.01 This Agreement shall continue in full force and effect until 11:59 P.M., June 30, 2027.

IN WITNESS WHEREOF: The parties hereto have caused the instrument to be executed:

Harbor Beach Community Schools District
402 S. Fifth Street
Harbor Beach, MI 48441

Harbor Beach Secretarial Association

_____
Board President

_____
Secretary

_____
Superintendent

_____
Secretary

_____
Secretary