

SECRETARY AGREEMENT

between

Flushing Community Schools

and

Michigan Education Association

2010-2012

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ARTICLE 1

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board and the Employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE 2

UNION RECOGNITION,

AGENCY SHOP and DUES CHECK OFF

Section 1 - Union Recognition

- (a) The Board hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- (b) The term "employee" as used herein shall include all Office Clerical, Secretarial Employees and Media Secretaries, but excluding Confidential Employees, Supervisors and all other Employees.
- (c) The employer agrees that, upon hiring any new employee who is covered by this Agreement, the employer shall notify the appropriate Union Steward in writing of the name, date of hire, Social Security Number, classification and job location of the new employee.

Section 2 – Agency Shop

a. Service Fees

Each employee shall, as a condition of employment:

- 1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or
- 2. Pay a service Fee to the Union. The Service Fee shall not exceed the amount of union dues collected from union members. The employee may authorize payroll deduction for such fee. In the event that the employee shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, then at the request of the Union and in accordance with applicable laws and union policy, the employer will deduct the service fee from the employee's wages and remit same to the Union. Such deductions by the employer shall be made monthly from the regular salary check of the bargaining unit member each month for ten (10) months beginning in September and ending in June of each year.

b. **Objections Policy**

The established Union “Policy regarding Objections to Political-Ideological Expenditures” along with accompanying Administrative Procedures (including the timetable for payment) applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Section shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. The Union will indemnify and save harmless the Board (to the extent permitted by law) for any and all costs incurred as a result of any challenge to this provision. Legal counsel will be selected by the Union with the approval of the Board. Such approval shall not be unreasonably withheld. The Union shall receive timely notice from the Board of any challenge to this provision.

Section 3- Dues Deductions

Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, By-laws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

The Union shall advise the Board in writing each year of the amount of dues and service fees. In the event a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of the employee to obtain the appropriate refund from the Union.

Section 4 - Check-off

During the life of this Agreement, the Board will deduct current union dues or service fees provided that at the time of such deduction there is in the possession of the Board a current written authorization form executed by the employee.

Section 5

The Board will deduct current union dues or service fees from the pay of employees for the 2nd pay period ending in the calendar month. If an employee has no pay coming for such pay period or if such pay period is the first pay of new employee, such dues or service fees shall be deducted from the immediate subsequent pay period.

Section 6

The Board will deduct from the pay of employees in any month only the dues or service fees incurred while an employee has been employed by the Board and only such amounts becoming due and payable in such month.

Section 7

- (a) The Union shall advise the Board in writing each year what the amount of monthly or yearly dues or service fees is to be of the bargaining unit employees or changes therein. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- (b) The Union shall indemnify and save the Board harmless against any and all claims, demand, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for purpose of complying with any of the provisions of this article.

Section 8

All sums deducted by the Board shall be remitted to the Union, at a location designated by the Union, no later than five (5) days after the deductible pay period.

Section 9

In the event the Union requests that the Board deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's Constitution: provided that in the event a new written authorization from the employee is necessary that such authorization will be secured by the Union and presented to the employer prior to the deduction of the newly certified amounts.

Section 10

The Board shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

Section 11

The Union agrees that at no time will it solicit or collect monies of any kind on employer time.

Section 12

The Union shall promptly furnish the Board with dues authorization cards from each member in the bargaining unit who desires deductions.

Section 13

Employees hired, rehired, reinstated or transferred into the bargaining unit shall, within thirty-one (31) calendar days of the commencement of their employment within the bargaining unit, elect either to become members of the Union or to pay the service fees and said employee will determine either to authorize payroll deduction or to pay the dues or service fees directly to the Union. An employee shall be deemed to have met the conditions of this Article provided the employee is not more than sixty (60) days in arrears of payment of dues or service fees.

ARTICLE 3

NON-DISCRIMINATION

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

ARTICLE 4

VISITATION

Upon request by the Union, and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided, that said visitation shall not disrupt orderly operations.

ARTICLE 5

UNION REPRESENTATIVES

- (a) The employees may be represented by a Union Representative who shall be chosen or selected in a manner determined by the employees and the Union, and whose name shall be made known to the Board in writing.
- (b) Reasonable arrangement will be made to allow the Union Representative time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, upon arrangements being made with the Union Representative's immediate supervisor.

- (c) During the Union Representative's term of office, he/she shall be deemed to head the seniority list for the purposes of layoff and recall only, provided he/she is qualified to do the required work. Upon termination of his/her terms, he/she shall be returned to his/her regular seniority status.

ARTICLE 6

RIGHTS OF THE BOARD

- (a) The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and the United States to manage and direct the Flushing Community Schools, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement, but such rights established by law may not be infringed upon by any provision of this contract.
- (b) The exercise of the legislative powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 7

SAFETY PRACTICES

- (a) The employer will take reasonable measures to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work.
- (b) The employee will be expected to notify the employer in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment.

ARTICLE 8

JURISDICTION - CONTRACTING

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency.

ARTICLE 9

SENIORITY

- (a) A newly hired employee shall be on a probationary status for ninety (90) work days, taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) work days probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed during this period without appeal by the Union. Probationary employees who are absent on scheduled work days, or who serve their probationary period during the non-school period in which the job is not operative, shall work additional days equal to the number of days absent or equal to the number of days that the job was not operative, and such employee shall not have completed the probationary period until these additional days have been worked.
- (b) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to first day of employment.
- (c) In the event that the Board determines that it is necessary to reduce the number of employees through the layoff procedure, the affected employee or employees shall be given a minimum of two (2) weeks written notice prior to the date that the scheduled layoff is to be effective. Employees shall be laid off, recalled or demoted according to their bargaining unit seniority in the classification being reduced. An employee scheduled for layoff shall have the right to displace a lesser seniority employee in a lower classification, provided the senior employee is qualified to hold the position held by the lesser seniority employee.
- (d) An employee will lose his/her seniority for the following reasons:
 - 1. The employee resigns.
 - 2. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
 - 3. The employee retires.
- (e) Seniority shall be retained, but not accumulated, for an employee who transfers to a position outside of the bargaining unit, with that employee having the right to exercise the seniority that he/she had accumulated while he/she was a member of the bargaining unit in the event that the employee vacates such position outside of the bargaining unit.
- (f) In the event that two (2) or more employees are hired on the same date, the employee with the lowest last four digits of their Social Security Number shall be deemed the senior employee for purposes of determining seniority in this bargaining unit.

ARTICLE 10

PROMOTIONS and TRANSFERS

- (a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position.

- (b) An employee who is employed for less than twelve (12) months each year and who desires to be placed in another job or classification, shall make such request in writing to the Board Office, in which the applying employee shall indicate the specific job or classification that he/she wishes to be placed in. There shall be three (3) copies of such application made, with one (1) copy to be maintained by the Board Office, one (1) copy given to the applicant, one (1) copy furnished to the Union President.
- (c) Within one pay period of the date of vacancy or the establishment of a new position and school is not in session, the Board shall notify each employee who works less than twelve (12) months, and for whom the Board has a job change request on file. Such notification by the Board shall be in writing, and shall be sent by Certified Mail to the given mailing address of each of these employees.
- (d) Any employee who is employed during that period of the year, and who desires such position, shall make written application for the new position or vacancy. Any employee who is not employed during that period, but has his/her written application on file for such position or vacancy, shall reply to the Board by Certified Mail as to his/her desire of being placed in that vacancy or new position. All such replies shall be within either five (5) working days from the date the position is posted, or within five (5) working days from the date the employee receives written notification of such vacancy.
- (e) The Board shall honor all such requests, to the extent that all applicants shall be given a personal interview by the Building Administrator or Supervisor before the vacancy is awarded to any employee. The Building Administrator shall consider the seniority of all of the applicants along with all other factors including the results of tests for secretarial skills which are relevant for the position. In the event that the Building Administrator or Supervisor determines to place a less senior employee in the open position, the Building Administrator or Supervisor and the Assistant Superintendent shall, upon request, personally meet with any more senior employee(s) who were not awarded the job, and review with any such employee(s) the reason or reasons as to why a more senior employee was not awarded the position.
- (f) The employee who is awarded the position will be given a trial period not to exceed thirty (30) working days within which to qualify for the job at the employee's present rate of pay. In the event the employee successfully completes the thirty (30) working days probationary period, the employee shall be paid the rate of pay for the new position retroactive to the date the employee was placed in the position during such probationary period. When possible and to the degree deemed necessary, the employer will arrange for a reasonable period of transition training by the employee vacating the position or an employee familiar with the job responsibilities. However, the employer and the Union can mutually agree that no training is necessary in a particular case.

(g) The new or vacant job notice shall contain the following:

1. Type of work
2. Job location
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Preferred Qualifications

Temporary Vacancies

(a) Temporary vacancies are deemed to be temporary as long as the regular employee is off the job but is due or scheduled to report back to his/her regular work assignment.

Temporary vacancies shall be for a period not to exceed one calendar year unless both parties mutually agree to an extension.

- (1) The Board shall have the right to hire a temporary employee not covered by this Agreement to fill a temporary vacancy for a period not to exceed thirty (30) calendar days during the time that an employee who is covered by this Agreement is not on the job.
- (2) The Board shall have the right to temporarily transfer an employee from one position in the bargaining unit to another position in the bargaining unit in the same classification as a result of a temporary vacancy for a period not to exceed thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day period. The transferred employee shall continue to accrue seniority in his/her current classification and shall continue to receive his/her classification rate of pay according to Schedule A.
- (3) The Board shall have the right to temporarily assign an employee from one position in the bargaining unit to another position in the bargaining unit of a higher classification as a result of a temporary vacancy for a period not to exceed thirty (30) calendar days.

The assigned employee shall receive the higher classification pay (based on his/her years of service) beginning the first (1st) day. The employee shall continue to accrue seniority in his/her former classification.

- (4) If a temporary vacancy extends or is expected to extend beyond thirty (30) calendar days, the Board shall post and fill the vacancy on a temporary basis under the terms of this Article by the thirtieth (30th) calendar day, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day period per paragraph two (2) above.

If the temporary vacancy is a higher classification than the classification held by the employee in the bargaining unit who is placed in the temporary vacancy, the employee shall receive the higher classification pay (based on his/her years of service) beginning on his/her first (1st) work day following the thirtieth (30th) calendar day or his/her first (1st) work day after the extension period ends whichever is applicable. The employee shall begin to accrue seniority in the higher classification beginning on his/her first work day following the thirtieth (30th) calendar day or his/her first work day after the extension period ends whichever is applicable.

- (5) If a second temporary vacancy occurs as a result of paragraphs two (2), three (3) or four (4) above, the Board shall have the right to hire a temporary employee not covered by this Agreement to fill the second temporary vacancy.
- (b) In the event that it is determined that the regular employee will not be returning to his/her regular job, or will not be returning to his/her regular job beyond one calendar year or, the extension period beyond one year, if applicable, that position shall be considered a permanent vacancy and shall be posted and filled as specified under the terms of this Article.

ARTICLE 11

NEW JOBS

- (a) When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect a new classification and a rate of pay for the job in question, and shall designate the classification and pay rate as temporary. Upon the institution of such job, the Board shall notify the Union in writing of any such temporary job which has been placed into effect.
- (b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days, following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Board to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

ARTICLE 12

DISCIPLINE-DISCHARGE

Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the employee in writing. The employee shall have the right to defend himself/herself against any and all charges. When the Board feels disciplinary action is warranted, such action must be initiated within ten (10) working days of the occurrence of the conditions giving rise to the action, or within ten (10) working days of the date it is reasonable to assume that the Board first became fully aware of the conditions giving rise to the discipline. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination or willful violation of agreed upon Board's rules.

ARTICLE 13

LEAVE OF ABSENCE

- (a) An employee who, because of illness or accident which is non-compensable under the Workers' Compensation Law, is physically unable to report for work and has exhausted all means of allowable compensation from the Board, shall be granted a leave of absence for up to one (1) year which may be extended by the Board, provided the employee notifies the Board of the necessity therefore, and provided further that the employee supplies the Board with a statement from a medical or osteopathic doctor of the necessity and length of time for such absence and for the continuation of such absence when the same is requested by the Board.
- (b) Leaves of absence for up to thirty (30) days shall be granted for an employee's physical or mental illness or prolonged serious illness in the employee's immediate family which includes husband, wife, children or parents living in the same household.
- (c) Upon approval of the Board, leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- (d) The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
- (e) Leaves of absence will be granted to an employee who is active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling his/her annual field training obligations, or ordered to active duty for the purpose of handling an emergency situation, providing such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.

- (f) Any employee in the bargaining unit who is either elected or appointed to a full-time position or office in the Union, whose duties require his/her absence from work, shall be granted a leave of absence for the term of such office or position.
- (g) All reasons for leaves of absence shall be in writing, stating the reason for the request, and the approximate length of leave requested, with a copy sent to the Union.
- (h) An employee who meets all of the requirements as herein before specified shall be granted a leave of absence without pay and shall retain all seniority accumulated prior to such leave, with the exception of leaves set forth in Paragraph (a) of this Article, in which case the employee shall accumulate seniority. Upon completion of all leaves, the employee shall be entitled to resume regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.
- (i) An employee in the bargaining unit who is on a leave of absence shall have return rights to his/her same position and classification in the bargaining unit for up to one calendar year. Upon returning to the bargaining unit, the employee shall receive his/her rate of pay according to Schedule A.

An employee who is on a leave of absence for more than one calendar year shall have return rights to the first permanent vacancy in the bargaining unit for which he/she is qualified unless both parties mutually agree that the employee shall return to his/her same position. In either event, upon returning to the bargaining unit, the employee shall maintain his/her classification held prior to the leave and shall receive his/her rate of pay according to Schedule A.

However, the employee shall apply and be considered for the first vacancy in his/her classification with a comparable work calendar or forfeit the pay rate of his/her classification if higher. The process will be repeated until the employee is placed in his/her original classification.
- (j) Family and Medical Leave Act - A leave of absence without pay will be granted to any eligible employee for the purpose listed and consistent with the provisions of the Family and Medical Leave Act of 1993. The employee may substitute any or all available accrued paid leave of absence and paid vacation which would otherwise be unpaid under the Act. Employees anticipating the need for the leave under this act should discuss its provisions along with other leave provisions in this contract with the Assistant Superintendent prior to applying for said leave.
- (k) Voluntary Unpaid Leave – Each employee has three unpaid leave days to use each contract year with the approval of his/her supervisor. An employee may choose to use none of the days, one day, two days or all three days when students are not in session. The days must be taken in whole days (no fraction of days). These days would not affect the employee’s seniority or insurance coverage/benefits or any other benefit entitlements. An employee does not have to exhaust paid leave time (sick, personal, vacation) to use the days. The days must be approved by the employee’s immediate supervisor three (3) work days approved by the supervisor. These days are not cumulative and cannot be carried forward into the next contract year.

ARTICLE 14

SOLE AND EXCLUSIVE GRIEVANCE PROCEDURE

Definitions

- (a) A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.
- (b) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.
- (c) The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.
- (d) Any employee or Union grievance shall be instituted through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or the Union first became aware of the conditions giving rise to the grievance. Any situation presented for adjustment outside the time limits specified shall not hereafter be considered a grievance under this Agreement.

STEP ONE

- (a) Any employee having a grievance shall discuss the grievance with his/her immediate supervisor. If the grievance is not settled orally, the employee may request a meeting with the Union Representative to discuss the grievance.
- (b) The Union Representative then may submit the grievance in writing to the immediate supervisor stating the facts upon which the grievance is based and the alleged contract violation and remedy or correction requested. The employee and the Union Representative shall sign the grievance.

STEP TWO

- (a) The immediate supervisor, within two (2) working days of receipt of the written grievance, shall meet with the Union Representative to discuss the grievance.
- (b) The immediate supervisor shall give his/her decision in writing relative to the grievance within five (5) working days of his/her meeting with the Union Representative and the grievant.

STEP THREE

- (a) Any appeal of a decision rendered by the immediate supervisor shall be presented in writing within five (5) working days from STEP TWO above to the Superintendent's designee, stating the reason or reasons why the decision of the immediate supervisor was not satisfactory.

- (b) Within five (5) working days of its written submission to the Superintendent's designee, the Uniserv Director shall meet with the Superintendent's designee, the Union Representative and the grievant to discuss the grievance.
- (c) Within five (5) working days of the meeting with the Uniserv Director, the Superintendent's designee shall give his/her decision in writing.

STEP FOUR

- (a) Any appeal of a decision rendered by the Superintendent's designee shall be presented in writing to the Superintendent of Schools within five (5) working days of the date of receipt of the decision rendered by the Superintendent's designee.
- (b) The appeal shall be in writing and shall state the reason or reasons why the decision of the Superintendent's designee was not satisfactory.
- (c) The Superintendent of Schools shall meet with a Uniserv Director at a time mutually agreeable to them, but no later than ten (10) calendar days following receipt of the appeal.
- (d) The Superintendent of Schools shall give his/her decision in writing relative to the grievance within five (5) working days of the meeting with the Uniserv Director.

STEP FIVE

- (a) If the appealing party is not satisfied with the disposition of the grievance by the Superintendent within fifteen (15) calendar days from the date of receipt of the answer given by the Superintendent, the grievance may be submitted to Arbitration.
- (b) The appealing party shall request the Michigan Employment Relations Commission (MERC) to submit a list of five (5) persons to both parties. The representatives of the Board and the Union shall return the list of five (5) persons to the designated mailing address of the Michigan Employment Relations Commission within the specified time period as is furnished to the parties by the Michigan Employment Relations Commission. Each party upon returning the listing of the potential arbitrators to the Michigan Employment Relations Commission, shall indicate as to their individual preference of the arbitrator by numbering of said arbitrators one (1) through five (5). The Michigan Employment Relations Commission, upon receipt of the returned lists by the parties, shall assign the arbitrator based on the highest preference given by both parties of the persons on said list. That person shall be accepted by both parties as the Arbitrator.
- (c) In the event that neither party returns the listing of arbitrators within the specified time period, the Michigan Employment Relations Commission shall assign one of the persons on the list as the arbitrator, or in the event that one of the parties fails to return their listing within the specified time period, the Michigan Employment Relations Commission shall assign the Arbitrator based on the top preference of the party who did return its listing within the specified time period. In either of these cases, both parties shall accept that person as Arbitrator.

- (d) The Arbitrator, the Union or the Board may call any relevant person as a witness in any arbitration hearing.
- (e) Each party shall be responsible for the expenses of the witnesses that it may call.
- (f) The Arbitrator shall not have the jurisdiction to add to, to subtract from, or to modify any of the terms of this Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties or to interpret or rule upon questions of local, state or federal law.
- (g) The fees and expenses of the Arbitrator shall be borne by the party against whom the decision of the Arbitrator is rendered. Should there be no clear decision in favor of either party, the fees and expenses shall be borne equally by the parties.
- (h) The Arbitrator shall render his/her decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- (i) The decision of the Arbitrator shall be final, conclusive and binding upon all employees, the Board and the Union. Either party shall have the right to enter the decision of the Arbitrator in a court of competent jurisdiction in the event the decision of the Arbitrator is in direct conflict with the express term of this Agreement.

ARTICLE 15

HOURS and WORK WEEK

Section 1

- (a) The regularly scheduled work week shall consist of forty (40) hours, beginning at 12:01 a.m. Monday and ending one hundred twenty (120) hours thereafter.
- (b) The normal work day shall be eight and one-half (8-1/2) consecutive hours, which shall include a duty free one-half (1/2) hour unpaid lunch period.

Section 2 - Overtime Rates Will Be Paid As Follows:

- (a) Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period or for all time worked in excess of forty (40) hours in one work week, for which overtime has not already been earned. Time and one-half (1-1/2) applies to both pay and compensatory time subject to the provisions of State of Michigan law.
- (b) Time and one-half (1-1/2) will be paid for all hours worked on Saturday.
- (c) Unless mutually agreed otherwise, no employee will be required to take time off from his/her regular schedule, or have his/her hours reduced as a result of having to report to work prior to the employee's established starting time, or because the employee worked over eight (8) hours in a work day.

- (d) All overtime pay and/or compensatory time must have prior approval of the Administration. Overtime pay and/or compensatory time will be awarded in unusual situations when the employee is asked to work beyond normally scheduled work time.

Section 3 - Reporting Pay

Any employee called to work or permitted to come to work without being notified that there will be no work, or who has not been notified that there is less work than he/she is regularly scheduled to work, shall receive a minimum of four (4) hours pay, or if the employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive his/her regular daily rate of pay.

Section 4 - Call Back

Whenever an employee is required to return to work after the completion of the employee's regularly scheduled working hours, the employee shall receive the pay for the actual hours worked at the appropriate rate of pay, or a minimum of four (4) hours pay at the employee's straight time hourly rate, whichever is greater.

Section 5 - Distribution of Overtime

Overtime shall be divided and rotated as equally as possible according to seniority within the building, and within classification, and among those employees who regularly perform such work.

Section 6 - Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period for each four (4) hours worked per day. The Board shall designate an area within the vicinity of the employee's work area in which the employee may take such rest and lunch periods. In unusual situations by mutual agreement between the employee and his/her supervisor, one or both rest periods may be combined with the one-half (1/2) hour lunch period.

ARTICLE 16

SICK LEAVE and FUNERAL LEAVE

Section 1 - Sick Leave

- (a) Each employee covered by this Agreement shall accumulate sick leave in an individual single sick leave bank, with no limit on the maximum accumulation, with such sick leave days to be accumulated as follows:
1. Twelve (12) month employees - twelve (12) days per year
 2. Ten (10) month employees - ten (10) days per year

- (b) Each employee covered by this Agreement will be credited with the proper amount of sick leave days at the beginning of each school year. Any employee who uses more days during the year than the number of sick leave days earned at this rate, shall have this amount deducted from the employee's final salary check, or the employee will return the money due to the District.
- (c) Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness or injury.
- (d) A unit member may use sick days in the event of a family medical situation resulting in the necessity of absence from work.
- (e) An employee who is unable to perform his/her duties because of illness or disability shall notify his/her supervisor of that fact before the start of the workday. If an illness or disability extends beyond the first (1st) work day, the employee and the employee's immediate supervisor may make arrangements as to the frequency of notification of the continued illness or disability.
- (f) Upon separation or retirement the employee shall be paid at the rate of \$46.00 per day for all of the employee's accumulated sick leave days up to seventy (70) days. The excess beyond the first seventy (70) such days shall be paid at the rate of \$51.00 per day.
- (g) Records of sick leave accumulated and taken shall be maintained on the employee's bi-weekly paycheck.

Section 2 - Funeral Leave

- (a) When death occurs in an employee's immediate family, i.e., spouse, parent, step-parent, child, step-child, brother, sister, spouse's mother, spouse's father, spouse's brother and sister, grandchild, son-in-law, or daughter-in-law, grandparent of the employee or spouse or relative living in the same household, the employee upon request will be excused for three (3) regularly scheduled working days immediately following the date of death, providing he/she attends the funeral.
- (b) Additional time may be granted at the discretion of the administration, upon request by the employee and charged to the employee's allowable sick leave.

Section 3 - Personal Business Days

Each employee covered by this Agreement shall be granted four (4) personal business days per year with pay, deductible from sick leave. Prior arrangements are to be made for such days whenever possible. Employees may use personal business days for attendance at funerals of relatives or friends not provided for in the funeral leave section.

Section 4 – Union Business Days

The Union shall have five (5) days to use for Union business. The Union shall assume the cost for substitutes for days used in excess of three (3). Officers or designated representatives of the Union will be granted a day's absence upon request provided such use has prior approval of the Union. The Union President shall transmit written authorization to the Board.

ARTICLE 17

HOLIDAYS

- (a) Paid holidays will be as follows:

July 4 - 52 week secretaries in pay status

Labor Day

Thanksgiving and the Friday after

Winter Break (all days when school is not in session)

Good Friday

Spring Break (all days when school is not in session)

Memorial Day

Martin Luther King Day - 46 and 52 week secretaries in pay status, excluding
all media secretaries

Floating Holiday (see below)

Note: In the event school is not in session and teachers are not working on the Mid-winter Break date(s), and/or the Monday following Easter, it is intended that secretaries will have paid holidays.

Exchange Friday preceding Labor Day for a Floating Holiday. Floating Holiday will be granted with a three (3) work day advance notice and prior approval. The Floating Holiday can be used on any employee work day except the Friday preceding Labor Day.

- (b) An employee may not be required to work on a day indicated to be a paid holiday. However, if an employee is requested to work on a day indicated to be a paid holiday, and the employee does work, the employee shall be paid regular holiday pay plus time and one-half (1-1/2) for all hours worked.
- (c) An employee must be in pay status (working or paid leave) the work day immediately before and the workday immediately following a paid holiday in order to qualify for holiday pay.

ARTICLE 18

VACATIONS

- (a) A 52 week secretary shall accumulate a vacation day for each calendar month in which she/he is in pay status for at least three-fourths (3/4) of the working days of the calendar month to a maximum of ninety-six (96) hours per year. Maximum total accumulation shall not exceed one hundred ninety-two (192) hours at any time.

- (b) Vacations shall be scheduled at a time which will not unduly interfere with or hamper normal operation of the school system. If at all possible, vacations shall be scheduled at a time satisfactory to the employee. No reasonable request for vacation time shall be denied. For each individual academic year vacation requests for the summer recess, i.e. June, July, August, will be submitted by April 1st of that academic year. Beginning in 2005 the senior employee's request will be honored.

The following year, i.e. 2006, the less senior employee's request will be honored. Thereafter, choices will be alternated on this basis. If requests are not submitted by April 1st, then the employee forfeits his/her right of choice for that academic year and seniority prevails. Notification shall be given to the employee of the status of the vacation request within five (5) workdays after the request is submitted.

- (c) An employee who terminates employment or is placed on leave shall be paid for any unused accumulated vacation days at his/her current wage rate.
- (d) Secretaries in less than 52 week positions shall not accumulate vacation days while serving in those positions.

ARTICLE 19

INSURANCE PROTECTION

Section 1 - Hospitalization and Major Medical Insurance Coverage for Employee, Dependent Spouse and Dependent Child(ren)

The Board shall pay the total cost of the following health insurance coverage for the employee and the employee's dependents, provided the employee is not a dependent covered by other group health insurance or, internally, is not a dependent covered by a health insurance program provided by the Board:

1. Blue Cross Blue Shield Community Blue PPO 1 with the following riders: CB-OV\$10 (\$10 Office Visit Copay), CBC-MT (adds \$10 Chiropractic Office Visit Copay to allowable 24 visits per calendar year), CB-PCM (Preventive Care Maximum Services unlimited), CB-MHP0% (Mental Health coverage at 100% up to allowable number of days and state adjusted dollar maximums), ASC Modifications Substance Abuse and Private Duty Nursing in network covered at 100% in network up to allowable number of days and state adjusted dollar maximums, HCA (Hearing Care), , PCD and PCI (Includes medical services for contraceptive devices and injections and waives copay), DC (Dependent Continuation adds coverage for 19-25 year olds when eligibility requirements are met). Rx coverage with a \$0 copay for generics up to a 90 day supply at mail or retail, \$15 for brand name drugs up to a 34 day supply at retail, \$30 for brand name drugs up to a 90 day supply at mail order. Includes CM (Contraceptive Medications), CI (Contraceptive Injections), and PCD (FDA Approved and Physician Prescribed contraceptive devices).

EFFECTIVE JANUARY 1, 2011

1. Blue Cross Blue Shield Community Blue PPO 1 with the following riders: deductible \$50/\$100, CB-OV\$10 (\$10 Office Visit Copay), CBC-MT (adds \$10 Chiropractic Office Visit Copay to allowable 24 visits per calendar year), CB-PCM (Preventive Care Maximum Services unlimited), CB-MHP0% (Mental Health coverage at 100% up to allowable number of days and state adjusted dollar maximums), ASC Modifications Substance Abuse and Private Duty Nursing in network covered at 100% in network up to allowable number of days and state adjusted dollar maximums, HCA (Hearing Care), PCD and PCI (Includes medical services for contraceptive devices and injections and waives copay), DC (Dependent Continuation adds coverage for 19-25 year olds when eligibility requirements are met). Rx coverage with a \$0 copay for Market Value and Over the Counter prescription ordered generics, \$5 for other generics up to a 34 day supply at retail, \$20 for brand name drugs up to a 34 day supply at retail, \$10 for generics up to a 90 day supply at retail or mail order and \$40 for brand name drugs up to a 90 day supply at mail order. Includes CM (Contraceptive Medications), CI (Contraceptive Injections), and PCD (FDA Approved and Physician Prescribed contraceptive devices).

If, during the life of the contract, the district wishes to change the health insurance plan while maintaining the same coverage and benefit levels, the district understands its obligation to bargain such changes.

Section 2 - Life Insurance

The Board shall pay the total premium for a \$30,000 group term life insurance policy for each employee covered by this Agreement.

Section 3 - Dental Insurance

The Board shall pay the full cost of the Flushing Community Schools dental insurance plan for each employee covered by this Agreement, with such plan to cover the employee and the employee's dependents, provided the employee does not have coverage as a dependent on another group dental insurance program, or internally, as a dependent on a dental insurance program provided by the Board.

Benefits shall be as described on Attachment H with 80% basic, 80% prosthodontic, 80% orthodontic coverage.

Section 4 - Vision Care

The Board shall pay the full cost of the Flushing Community Schools vision insurance plan for each employee covered by this Agreement, with such plan to cover the employee and the, employee's dependents, provided the employee does not have coverage as a dependent on another group vision insurance program, or internally, as a dependent on a vision insurance program provided by the Board.

Benefits shall be as defined on Attachment I.

Section 5 - Long Term Disability Protection

- (a) The Board shall pay the full cost of a long term disability insurance plan for each employee covered by this Agreement, with such benefits to be payable upon the ninety-first (91st) calendar day of disability at sixty-six and two-thirds percent (66-2/3%) of the employee's salary.
- (b) When the employee becomes eligible for the long term disability insurance, any accumulated sick leave days the employee has earned will be frozen for the duration of the disability period, and the employee shall be paid through the insurance program.

Section 6 - Payment of Premiums

All allowable benefits which are provided under this Article shall be paid by the Board for the full twelve (12) months each year for each employee covered by this Agreement.

ARTICLE 20

GENERAL

Section 1 - Tax Sheltered Annuities

The Board agrees to deduct the premiums for tax-deferred annuities solely paid for by the employee and to remit such premiums to the designated insurance company.

Section 2 - Telephone Facilities

All the employees covered by this Agreement may, for their reasonable use, have access to the telephone facilities of the school district.

Section 3 - Parking

Parking facilities will be provided for the employees covered by this Agreement, with such facilities to be within the reasonable proximity of their building.

Section 4 - Resignation

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

Section 5 - Pension

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

Section 6 - Deductions

The Board agrees to make available to the employees covered by this Agreement any payroll deduction services which are available through the school district such as Savings Bonds, Credit Union, etc.

Section 7 – Professional Development

- (a) The Board agrees to pay prior approved expenses for any employee designated to attend Professional Development activities specifically designed to provide job related improvement.
- (b) Supervisors may identify areas of improvement for an employee who is deficient in job related skills. The supervisor will develop an Individual Development Plan (IDP) for professional development and will discuss it with the employee. Failure to meet the goals of the IDP may result in involuntary transfer or disciplinary action.

Section 8 - Physical Examinations

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

Section 9 - Emergency School Closing

Whenever scheduled school is canceled due to “Acts of God,” employees shall not be required to report for work or to remain at work after school premises have been cleared of students. And, affected employees shall experience no loss of pay under such circumstances if they would have otherwise worked. However, non-52 week secretaries may be required to make up days missed (without additional pay) equal to the number of lost instructional days the district is required to make up under State of Michigan law.

Section 10 - Mileage

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

Section 11 - Working Year

The working year for employees covered by this Agreement is indicated in SCHEDULE D - CALENDAR.

Section 12 - Emergency

When the immediate supervisor is to be absent, the employee shall be informed as to the name of the person the employee is to contact in emergency situations.

Section 13 - Medication

The employees covered by this Agreement will not be responsible for administering medication except as Board policy provides.

Section 14 - Legal Protection

If any legal action is brought against an employee covered by this Agreement by reason of any action required by his/her employment, and as a result of performing job duties, the Board will provide such legal counsel and all necessary assistance, without cost to the employee, in his/her defense to the limits as set forth under school district insurance policies.

Section 15 - Workers Compensation

- (a) An employee covered by this Agreement who is absent longer than seven (7) calendar days because of illness or injury incurred as a result of performing services for the Board shall be covered by the Workers Compensation Act.
- (b) An employee shall accumulate all benefits to which the employee would have been entitled under this Agreement up to two years, while absent due to compensable cause, as though the employee has worked. The "compensable cause" must have occurred and must have been properly reported in writing while employed by the Board.

Section 16 – Direct Deposit

The Board shall issue paychecks to all employees covered by this Agreement through direct deposit at any bank(s) or credit union(s) of their choice.

Section 17 - Placement on Salary Schedule

- (a) An employee shall be given full credit for years of service, on the wage schedule appropriate to his/her classification, for non-terminated years of experience as a Secretary and/or Media Secretary in Flushing Schools.
- (b) An employee shall be given up to three (3) years of service, on the wage schedule appropriate to his/her classification, for previous interrupted years of experience as a Secretary and/or Media Secretary in Flushing Schools.
- (c) An employee shall be given up to three (3) years of service, on the wage schedule appropriate to his/her classification, for non-terminated years of experience as a Paraprofessional in Flushing Schools.

- (d) A newly-hired employee shall be placed on the beginning step of wage schedule appropriate to his/her classification.
- (e) Step increases shall occur on an employee's anniversary date. Any negotiated wage increases will continue to occur on July 1 of each contract year.

Section 18 – Job Skill Testing

Tests to determine job skill levels are generally administered to job applicants. Results of such tests become part of the employment record of a new hire. A unit member may request to re-take a test, or to take a test, once in any six (6) month time window. The higher level of achievement on a complete test or on clearly delineated test segments will become part of the employment records updating and replacing any previous comparable test results.

Section 19 – Community Education Classes

Bargaining unit employees may participate in Community Education Classes to refresh and/or upgrade their clerical skills and/or improve their physical fitness, without payment of fees, provided there is room in said classes, there is no additional cost to the district, and provided that the creation of additional classes is not required.

ARTICLE 21

BENEFITS

It is hereby agreed between the parties that in the event that an employee who is at work but is working less than the established hours in the employee's classification, and is covered by this Agreement, the employee will be entitled to a pro-rata portion of all the benefits as provided for under this Agreement.

ARTICLE 22

JURY DUTY

An employee requested to appear for jury qualification or services shall receive his/her pay from the Board for such time lost as a result of such appearance or service, less any compensation received for jury service. In the event that the employee is subpoenaed as a witness in any case connected with the employee's employment by the school, the employee will be paid full pay for all such days.

ARTICLE 23

ANNUAL LONGEVITY SERVICE AWARD

- (a) An annual longevity service award shall be paid to otherwise qualified bargaining unit employees in accordance with the following schedule, (based on the employee's years of service as of August 1st of each year).

<u>Years of Service</u>	<u>2010-2011</u>	<u>2011-2012</u>
25 years +	\$595	\$595
20-24 years	\$570	\$570
15-19 years	\$545	\$545
10-14 years	\$520	\$520

- (b) In addition to having the required years of service, an employee shall meet the following qualification in order to receive an annual longevity service award:

The employee must have worked at least ninety percent (90%) of the scheduled days of his/her classification during the immediately preceding twelve (12) months (August through July).

NOTE: Paid time will be counted as days worked for this purpose.

- (c) Annual longevity service awards shall be paid to qualified employees in the first (1st) pay in December, and such payment shall be considered as additional wages.

ARTICLE 24

CLASSIFICATION and COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A, B, and C attached hereto and made part hereof by reference.

ARTICLE 25

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE 26

SCOPE, WAIVER and ALTERATION OF AGREEMENT

Section 1

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

Section 2

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 27

TERMINATION and MODIFICATION

- (a) The effective date of this Agreement is July 1, 2010.
- (b) If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year-to-year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- (c) If either party desires to modify or change this Agreement, it shall ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, Michigan Education Association, 5095 Exchange Drive, Flint, Michigan, 40507, and if the Board addressed to Flushing Community Schools, 522 North McKinley Road, Flushing, Michigan, 48433, or to any other address the Union or the Board may make available to each other.
- (e) This Agreement shall continue in full force and effect until midnight June 30, 2012.

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

FLUSHING COMMUNITY SCHOOLS

MICHIGAN EDUCATION ASSOCIATION

David G. Kulchar
President Board of Education

Patricia Lawrence
President

W. F. Hall
Secretary Board of Education

Ann R Taylor
Secretary

Timothy B. Steiner
Superintendent of Schools

Laura Paige
Negotiator-Chairman

11-9-2010
Date

SCHEDULE A

BARGAINING UNIT EMPLOYEE CLASSIFICATIONS

CLASSIFICATION I

One main office secretary at each school building, pupil transportation/maintenance/food service office secretaries, the special education secretary, and the high school attendance/guidance office secretaries.

CLASSIFICATION II

The high school media secretary and all secretaries not specifically included in any other classification in this SCHEDULE. After a Classification II secretary has completed step 6 and remained on that step for a year, the following year the secretary will move to the Classification I rate of pay, step 5, and ascend up the Classification I schedule each subsequent year.

CLASSIFICATION III

Elementary/middle school media secretaries. After a Classification III secretary has completed step 6 and remained on that step for a year, the following year the secretary will move to the Classification II rate of pay, step 4, and ascend up the Classification II schedule each subsequent year.

SCHEDULE B – HOURLY WAGES

**Flushing Community Schools
Secretarial Bargaining Unit
Schedule B (Hourly Wages)**

2010-2011	Classifications		
Steps	I	II	III
0	13.92	12.47	11.55
1	14.57	13.26	12.05
2	15.14	13.80	12.36
3	15.79	14.50	12.87
4	16.48	15.25	13.34
5	17.11	16.01	13.85
6	17.77	16.71	14.35

2011-2012

The hourly wage for the 2011-2012 school year shall be increased at a rate of 80% of the percentage increase in the Flushing Community Schools' State of Michigan Foundation Allowance; however, in no event less than 0% nor more than 3%. In the event that total district enrollment drops by 5% from the previous school year, this wage formula will become null and void and a salary reopener will occur.

SCHEDULE C

BARGAINING UNIT SENIORITY AND YEARS OF SERVICE

Effective August 1, 2010, the following bargaining unit employees are determined to have the following years of bargaining unit seniority and years of service.

<u>CLASSIFICATION</u>	<u>NAME</u>	<u>SENIORITY</u>	<u>YEARS OF SERVICE AUGUST 1, 2010</u>	<u>ANNIVERSARY DATE</u>
SECRETARY I				
1.	Patricia Lawrence	(08-11-80)	29	(08-11-80)
2.	Ann Bol	(08-22-84)	25	(08-22-84)
3.	Paula Bedford	(10-07-91)	18	(10-07-91)
4.	Gaye Fotenakes	(10-07-91)	18	(10-07-91)
5.	Sandra Drubin	(01-04-96)	14	(01-04-96)
6.	Linda Householder	(10-07-98)	11	(10-07-98)
7.	Patsy Hendry	(05-17-99)	11	(05-17-99)
8.	Renee Scheller	(06-01-99)	11	(06-01-99)
9.	Mary Lyon	(11-15-99)	10	(11-15-99)
10.	Ann Taylor	(01-31-00)	10	(01-31-00)
11.	Janet Hamblin	(10-13-04)	5	(10-13-04)
12.	Shelly Stringer – (Layoff from 6/30/07- 8/4/08)	(01-31-05)	4	(03-07-06)
13.	Cheryl Krolewski	(11-10-10)	0	(02-08-10)
SECRETARY II				
14.	Deborah Harp – (Layoff from 6/30/07- 5/17/10)	(11-01-99)	6	(09-18-02)
15.	Debbie Faught	(11-10-10)	0	(07-31-09)
16.	Anna Cannon	(11-10-10)	0	(09-02-10)
SECRETARY III				
17.	Beverly Baker	(11-10-10)	0	(08-31-10)
18.	Colleen Kearney	(11-10-10)	0	(08-31-10)
19.	Jamal Lucky	(11-10-10)	0	(10-13-10)

**SCHEDULE D—SECRETARY
CALENDAR
2010-2011 SCHOOL YEAR**

52 Week Sec. Other Unit Sec. Media Sec.

July 2010

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
				¥1	2	3
4	[5]	¥6	¥7	¥8	(9)	10
11	¥12	¥13	¥14	¥15	16	17
18	¥19	¥20	¥21	¥22	(23)	24
25	¥26	¥27	¥28	¥29	30	31

July 5 Paid Holiday for 52 Week Secretaries in Pay Status on 7/01 and 7/06.	16 W 1 H	0 W 0 H	E= 0 W 0 H S= 0 W 0 H
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August 2010

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
1	¥2	¥3	¥4	¥5	(6)	7
8	¥9	¥10	¥11	¥12	13	14
15	¥16	¥17	¥18	¥19	(20)	21
22	¥23	¥24	¥25	¥26	27	28
29	30	31				

August 16 First Work Day for Other Unit Secretaries.	18 W 0 H	10 W 0 H	E= 0 W 0 H S= 0 W 0 H
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September 2010

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
			1	2	(3)	4
5	[6]	7	8	9	10	11
12	13	14	15	16	(17)	18
19	20	21	22	23	24	25
26	27	28	29	30		

September 6 Labor Day Paid Holiday for All Secretaries in Pay Status on 9/03 and 9/07.	21 W 1 H	21 W 1 H	E= 17.5 W 1 H S= 18 W 1 H
September 7 First Work Day for Media Secretaries. Elementary Media Secretaries AM Only. Secondary Media Secretaries Full Day.			

() Pay Dates [] Holiday

¥ 10 Hour Days

**SCHEDULE D—SECRETARY
CALENDAR
2010-2011 School Year**

52 Week Sec. Other Unit Sec. Media Sec.

October 2010

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
					(1)	2
3	4	5	6	7	8	9
10	11	12	13	14	(15)	16
17	18	19	20	21	22	23
24	25	26	27	28	(29)	30
31						

October 28 Secondary Media Secretaries AM Only.	21 W 0 H	21 W 0 H	E= 20.5 W 0 H
October 29 Non Work Day for Secondary Media Secretaries.			S= 19.5 W 0 H
October 29 Elementary Media Secretaries AM Only.			

November 2010

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
	1	2	3	4	5	6
7	8	9	10	11	(12)	13
14	15	16	17	18	19	20
21	22	23	24	[25]	[(26)]	27
28	29	30				

November 18 Elementary Media Secretaries AM Only.	20 W 2 H	20 W 2 H	E= 18.5 W 2 H
November 19 Non Work Day for Elementary Media Secretaries.			S= 20 W 2 H
November 25 and November 26 Thanksgiving Break. Paid Holidays for All Secretaries in Pay Status 11/24 and 11/29.			

December 2010

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
			1	2	3	4
5	6	7	8	9	(10)	11
12	13	14	15	16	17	18
19	20	21	22	[23]	[(24)]	25
26	[27]	[28]	[29]	[30]	[31]	

December 23—December 31 Winter Break. Paid Holidays for All Secretaries in Pay Status on 12/22 and 01/03.	16 W 7 H	16 W 7 H	E= 16 W 7 H
			S= 16 W 7 H

() Pay Dates [] Holiday

**SCHEDULE D—SECRETARY
CALENDAR
2010-2011 School Year**

52 Week Sec. Other Unit Sec. Media Sec.

January 2011						
<hr/>						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
						1
2	3	4	5	6	(7)	8
9	10	11	12	13	14	15
16	[17]	18	19	20	(21)	22
23	24	25	26	27	28	29
30	31					

<p>January 17 MLK Holiday—No Students Non Work Day for All Secretaries.</p> <p>January 26— January 28 Secondary Media Secretaries AM Only.</p> <p>January 28 Non Work Day for Elementary Media Secretaries.</p>	<p>20 W 1 H</p>	<p>20 W 1 H</p>	<p>E= 19 W 0 H</p> <p>S= 18.5 0 H</p>
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February 2011						
<hr/>						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
		1	2	3	(4)	5
6	7	8	9	10	11	12
13	14	15	16	17	[(18)]	19
20	[21]	22	23	24	25	26
27	28					

<p>February 18— February 21 Mid-Winter Break. Paid Holidays for All Secretaries in Pay Status on 02/17 and 02/22.</p>	<p>18 W 2 H</p>	<p>18 W 2 H</p>	<p>E= 18 W 2 H</p> <p>S= 18 W 2 H</p>
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March 2011						
<hr/>						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
		1	2	3	(4)	5
6	7	8	9	10	11	12
13	14	15	16	17	(18)	19
20	*21	*22	*23	24	25	26
27	28	29	30	31		

<p>March 24 All Media Secretaries AM Only.</p> <p>March 25 Non Work Day for All Media Secretaries.</p> <p><u>* Conferences</u> Elem. - March 21 and 23 Sec. - March 22 and 23</p>	<p>23 W 0 H</p>	<p>23 W 0 H</p>	<p>E= 21.5 W 0 H</p> <p>S= 21.5 W 0 H</p>
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() Pay Dates [] Holiday

* Secretaries that work conferences will receive the Friday immediately following conferences off and bank four hours of compensatory time.

**SCHEDULE D—SECRETARY
CALENDAR
2010-2011 School Year**

52 Week Sec. Other Unit Sec. Media Sec.

April 2011

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
					(1)	2
3	[4]	[5]	[6]	[7]	[8]	9
10	11	12	13	14	(15)	16
17	18	19	20	21	[22]	23
24	[25]	26	27	28	(29)	30

<p>April 4—April 8 Spring Break. Paid Holidays for All Secretaries in Pay Status on 04/01 and 04/11.</p>	14 W 7 H	14 W 7 H	E= 14 W 7 H S= 14 W 7 H
<p>April 22 and 25 Good Friday on April 22. Monday After Easter on April 25. Paid Holidays for All Secretaries in Pay Status on 4/21 and 4/26.</p>			

May 2011

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
1	2	3	4	5	6	7
8	9	10	11	12	(13)	14
15	16	17	18	19	20	21
22	23	24	25	26	(27)	28
29	[30]	31				

<p>May 27 Non Work Day for All Media Secretaries.</p>	21 W 1 H	21 W 1 H	E= 20 W 1 H S= 20 W 1 H
<p>May 30 Memorial Day. Paid Holiday for All Secretaries in Pay Status on 05/26 and 05/31.</p>			

June 2011

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
			1	2	3	4
5	6	7	8	9	(10)	11
12	13	14	15	16	17	18
19	¥20	¥21	¥22	¥23	(24)	25
26	¥27	¥28	¥29	¥30		

<p>June 15 Last Work Day for Elementary Media Secretaries.</p>	21 W 0 H	17 W 0 H	E= 11 W 0 H S= 11.5 W 0 H
<p>June 16 Last Work Day for Secondary Media Secretaries AM Only.</p>			
<p>June 23 Last Work Day for All Other Unit Secretaries.</p>			

() Pay Dates [] Holiday

¥ 10 Hour Work Days

2010-2011

() indicates pay dates

52 Week Secretaries have 26 pay dates beginning on 7/09/10.

All other Unit Secretaries have 23 pay dates beginning on 8/20/10.

Media Secretaries have 21 pay dates beginning on 9/03/10.

	52 Week Secretaries	Other Unit Secretaries	Media Secretaries
Workdays	229	201	176 – Elem./177 – Sec.
Paid Holidays	22	21	20 – Elem./20 – Sec.

52 Week Secretaries work year round as scheduled.

Media Secretaries regular work year is scheduled per calendar.

All other Unit Secretaries regular work year shall normally begin on the third Monday before Labor Day and extend through the first Friday of the first full week after the school year calendar ends.

2011-2012

() indicates pay dates

52 Week Secretaries have 26 pay dates beginning on 7/08/11.

All other Unit Secretaries have 23 pay dates beginning on 8/19/11.

Media Secretaries have 21 pay dates beginning on 9/02/11.

	52 Week Secretaries	Other Unit Secretaries	Media Secretaries
Workdays			
Paid Holidays			

52 Week Secretaries work year round as scheduled.

Media Secretaries regular work year is scheduled per calendar.

All other Unit Secretaries regular work year shall normally begin on the third Monday before Labor Day and extend through the first Friday of the first full week after the school year calendar ends.

**ATTACHMENT E
FLUSHING COMMUNITY SCHOOLS
GRIEVANCE REPORT FORM
Flushing OP/MEA**

Grievance Number _____

Area of Alleged Violation of the expressed terms of the Agreement _____

GRIEVANCE REPORT

Submit to Supervisor in Triplicate

Building	Assignment	Name of Grievant	Date Filed

Date of STEP ONE Discussion: _____

STEP TWO

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought

Signature Date

Signature Union Representative Date

C. Disposition by Supervisor or appropriate designee _____

Signature Date

D. Position of Grievant and/or Union _____

Signature Date

STEP THREE

A. Date Received by Superintendent's designee _____

B. Disposition of Superintendent's designee _____

Signature Date

C. Position of Grievant and/or Union _____

Signature Date

STEP FOUR

A. Date received by Superintendent of Schools _____

B. Disposition by Superintendent _____

Signature Date

C. Position of Grievant and/or Union _____

Signature Date

STEP FIVE

A. Date submitted to arbitration _____

B. Decision of Arbitrator _____

Date of Decision

**ATTACHMENT F
FLUSHING COMMUNITY SCHOOLS
Flushing, Michigan**

**Letter of Understanding
Between
Flushing Community Schools
And
Flushing OP/MEA**

It is agreed that a Contract Maintenance Committee composed of representatives of the two above referenced groups shall be formed. It is further agreed that such committee shall incorporate the following tenets:

- A. The Board and the Union support the concept of collaboration in the workplace and will work as a joint team to resolve mutual problems and concerns.
- B. In order to facilitate communications between the Board and the Union, a Contract Maintenance Committee (CMC) comprised of representatives from the Union and the Board will meet as needed, usually bi-monthly, to discuss topics and resolve issues and problems.
- C. Unit members, supervisors, administrators and union representatives are expected to share problems and concerns at the building level or with the appropriate administrator so that the problem or concern can be researched, discussed, and resolved at the lowest possible level.
- D. Problems and concerns that cannot be solved at the building level or that initially should be taken to the CMC may be referred to the CMC by an employee, the union, a supervisor or administrator.
- E. The CMC will attempt to resolve problems or concerns prior to implementing the grievance procedure.
- F. Nothing in this letter of understanding shall be construed to prevent a unit member of the Union from filing a grievance. However, the five (5) working day grievance filing deadline in Article 14 of the Agreement is delayed until a solution or recommendation is made by the CMC.
- G. Eligible issues or problems may be referred by the CMC, the Union, an employee, a supervisor or an administrator to the Grievance Procedure if the CMC is found not to be the appropriate venue to address that issue or problem.
- H. Unit members shall not lose time or pay for time spent in CMC Meetings.

President, Flushing OP/MEA

Date

Superintendent, Flushing Community Schools

Date

**ATTACHMENT G
FLUSHING COMMUNITY SCHOOLS
Flushing, Michigan**

**Letter of Understanding
Between
Flushing Community Schools
And
Flushing OP/MEA**

It is agreed that the main office high school secretarial I position, the athletic office secretarial II position at the high school, main office middle school secretarial II position, the middle school media secretary III position, and the two (2) elementary school media secretary III positions are returned to the bargaining unit according to the contract upon ratification. These positions will not be posted. The temporary employees currently in these positions will be granted these positions on a permanent basis and will be given years of service for the time they served in these positions on a temporary basis. Their seniority date will be determined by the contract ratification date and payment of union dues.

FOP/MEA will withdraw the UC, ULP, and grievances.

President, Flushing OP/MEA

Date

Superintendent, Flushing Community Schools

Date

**Flushing Community Schools
Dental Benefit Program**

Basic Services **80% of R&C***

Basic Services Include Services Such As:

Examinations
Cleaning (Prophylaxis)
Fillings]
Fluoride Treatment (to age 18)
Periodontics
Diagnostic X-Rays
Oral Surgery and Anesthetics
Root Canals (Endodontics)

Lifetime Deductible **\$0**

Major Services **80% of R&C***

Major Services Include Services Such As:

Inlays
Crowns and/or Bridges
Dentures (Full or Partial)
Crown and/or Bridge Repair

Annual Deductible **\$0**

Combined Annual Maximum **\$1,000 per year/per person - Total Benefit**

Orthodontic Services (to age 19) **80% of R&C***

Deductible **\$0**

Lifetime Maximum **\$1,300 per person**

***R&C means reasonable and customary**

Flushing Community Schools
Vision Benefit Program

Benefits:

Examination	\$ 40.00 Once every 12 months
Regular Lenses	\$ 40.00 Once every 12 months
Bifocal Lenses	\$ 55.00 Once every 12 months
Trifocal Lenses	\$ 65.00 Once every 12 months
Lenticular Lenses	\$ 80.00 Once every 12 months
Progressive Lenses	\$ 85.00 Once every 12 months
Frame Allowance	\$ 50.00 Once every 12 months
Contact Lenses	\$150.00 Once every 12 months