

MASTER AGREEMENT

2009 - 2010

**Avondale School District
and
Avondale Association of Educational
Secretaries, MEA/NEA**

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2009 - 2010 COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AVONDALE BOARD OF EDUCATION

AND

AVONDALE ASSOCIATION OF EDUCATIONAL SECRETARIES, MEA/NEA

This Agreement entered into for a three-year period beginning July 1, 2009 and terminating June 30, 2010 by and between the Avondale Board of Education of Auburn Hills, Michigan, hereinafter called "District" or "Board", and AAES/Avondale Association of Educational Secretaries, hereinafter called "Association" or "AAES".

WITNESSETH

WHEREAS, the District has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain with the Association with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, both parties being desirous of establishing and maintaining a harmonious relationship for the purpose of promoting the best interests of the school District, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed to as follows:

ARTICLE 1 - RECOGNITION

Section 1.1

The District hereby recognizes AAES/MEA/NEA as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 for all regularly employed education secretaries, clerks, office machine operators, bookkeepers, and any other secretarial office personnel. Excluded personnel will be limited to the Administrative Assistant to the Superintendent, the Administrative Assistant of Human Resources, co-op students, substitute employees, and temporary employees.

A temporary employee will be defined as an employee hired for less than seventy (70) days to perform a specific job function, but not to replace an employee or to avoid hiring

an employee. The District will notify the Association President, in writing, when a temporary employee is hired. The notice will include the name of the employee, general duties and the expected duration of the assignment.

A substitute secretary may be employed for a period up to six (6) months should a regular secretary be ill or disabled, but whose recovery is expected within that six (6) month period.

All personnel represented by AAES in the above defined bargaining unit will, unless otherwise indicated, hereinafter are referred to as "secretaries/employees" and reference to female personnel will include male personnel.

Section 1.2

Employees not in the AAES Bargaining Unit will not displace bargaining unit members, nor regularly perform duties normally associated with the functions performed by employees within the bargaining unit.

Section 1.3

The District agrees not to negotiate with any organization other than the AAES for the duration of this Agreement. Nothing contained herein will be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of AAES, if the adjustment is not inconsistent with the terms of this Agreement, provided the AAES has been given the opportunity to be present at such adjustment.

ARTICLE 2 - ASSOCIATION RIGHTS

Section 2.1

Pursuant to Act 379 of the Michigan Public Acts of 1965, the District hereby agrees that every employee covered by this Agreement will have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other activities designed for mutual aid and protection. As a duly elected body exercising governmental power in the State of Michigan, the District undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, and terms or conditions of employment, by reason of her membership in the Association or collective professional negotiations in the District. The District also will not discriminate against any employee for her initiation of any grievance, complaint, or proceeding with respect to any terms or conditions of employment under this Agreement.

Section 2.2

The Association will, at reasonable hours, have the right to use school buildings for meetings by making arrangements with the building principal or designated administrator twenty-four (24) hours in advance. It is understood by both parties that these meetings will be held outside of working hours unless express permission is granted by the Superintendent or designee. In addition, the Association and its members will have the right to use school building facilities for one (1) meeting every other month beginning in September. Any extra cost which may be incurred by the District for custodial service will be reimbursed by the Association.

Section 2.3

The Association will have the use of the interoffice mail service.

Section 2.4

The District agrees to furnish to the Association, in response to reasonable requests, any available public information concerning the financial resources of the District, including tentative budgetary requirements, allocations, and other such information which will assist the Association in developing intelligent, accurate, and constructive proposals during negotiations. The District also agrees to provide reasonable information which may be necessary for the Association to process any grievance. If the District will incur costs which are unreasonable in supplying the information, this cost will be paid for by the Association.

Section 2.5

Eight (8) days during the school year may be used at the Association's discretion for Association business without loss of pay. Attendance at such will be arranged in advance with the immediate supervisor and the Superintendent or designee.

The Association president will notify the Superintendent or designee in writing who will be using an Association business day.

Association days will be granted except on those occasions when the secretary is already committed to a previously planned activity known to the secretary.

For up to three (3) days per year, the employees will be released at 3:30pm to participate in local Association meetings. If the meeting ends before 4:30pm, the employee will return to his/her work location if his/her workday has not ended. The release will be without loss of pay or leave time. Employees who do not attend the meeting are required to remain at their work site until the end of their workday. The Association president will make arrangements with the Superintendent or designee at least one (1) week in advance of the meeting.

ARTICLE 3 - MEMBERSHIP AND DUES DEDUCTION

Section 3.1

Employees will sign and deliver to the Association an assignment authorizing deduction of membership dues, assessments, and voluntary PAC (Political Action Contribution) of the Association (including National Education Association and the Michigan Education Association) in eighteen (18) equal amounts. The first deduction in December will be the full authorized PAC amount. The other seventeen (17) equal deductions will be taken until the total required dues and assessments are paid. The Association will notify the District on or before September 15 of each school year of the total rate/amount of all dues, assessments, and PAC to be deducted for that particular year from each Association member. If this total amount of all dues, assessments, and PAC is changed after September 15, the Association will notify the District at least twenty (20) days before the first deduction of the new amount. In the event that the Association levies any form of percentage dues, those percentage dues will be deducted per pay until the maximum amount dues deduction has been reached.

Section 3.2

On or about the fifteenth (15th) day of August of each school year, the Association will notify the District of the rate/amount of the annual dues and assessments payable by non-members pursuant to Section 10(1)(c) and (2) of the Public Employment Relations Act. The District will thereupon deduct such amounts in seventeen (17) equal installments, as nearly as may be possible, from the paychecks of each employee, and promptly pay such amount to the Association. Upon remitting such amounts, the District will have no further liability or responsibility.

In the event of any action against the District brought in any court or administrative agency because of its compliance with Article 3 (Agency Shop Provision) of this Agreement:

- A. The District will give timely notice of such action to the Association; and
- B. The District will cooperate with the Association and its counsel in any action resulting from enforcement of this Article.

Section 3.3

It is recognized that the proper negotiation and administration of collective bargaining agreements will entail expense which is appropriately shared by all employees who are beneficiaries of such agreements. To this end, in the event an employee will not join the Association and execute an authorization for United Professional dues deduction, such an employee will, as a condition of continued employment by the District, execute an authorization for the deduction of representation fees of the Association, which sum will be forwarded to the Association.

Section 3.4

In the event that such an authorization is not executed by each employee and presented to the Avondale Association of Educational Secretaries, the District will, within thirty (30) days following notice from the Association, begin deducting the representation fees as provided in this Agreement.

Section 3.5

In any case in which an employee, or employees, contest the provisions of this Article, and it is necessary for the District to defend its position, the Association agrees to provide and pay the full cost of Association selected legal counsel along with one-half (1/2) of the cost of an adverse award, if any. The Association also agrees to pay one-half (1/2) of any other expenses (excluding District selected legal counsel) incurred by the District.

Section 3.6

The District will provide the Association with a list of dues, assessments, and voluntary PAC contributions being deducted shortly after the first payroll. These dues, assessments and voluntary PAC contributions will be remitted to the Association within seven (7) calendar days after the deduction. The District will furnish the Association monthly at the Association Uniserv office the name and building assignment of any employees hired, terminated or otherwise removed from the payroll.

ARTICLE 4 - EMPLOYEE RIGHTS

Section 4.1

Time lost by unauthorized absence from duty will result in a proportionate salary reduction.

Section 4.2

No employee, or Association representative, will engage in Association activities or business during the employee's working hours, unless such activities are approved in advance by the employee's immediate supervisor.

Section 4.3

Upon initial employment, each employee will be required to have a physical examination, at the employer's expense, certifying that the individual is capable of carrying out her particular assignment.

Section 4.4

A health certificate attesting to the continuing employability of the employee may be requested by the District once every five (5) years after initial employment. The expense incurred for this examination requested by the District will be paid for by the District.

Section 4.5

Upon initial employment if mandated by the State of Michigan, an employee must furnish proof of freedom from tuberculosis. Subsequent TB tests, if required by state or District will be paid for by the District.

Section 4.6

Except in cases of emergency, building administrators will be responsible for dispensation of medication to students.

Taking care of bathroom needs including changing diapers or cleaning up after accidents are not part of the regular duties of AAES members.

Section 4.7

It is not the responsibility of a bargaining unit member to supervise/discipline students placed in the school office by other employees.

ARTICLE 5 - CONTINUITY OF OPERATION

Section 5.1

If the District, through the Superintendent or designee, determines that schools or other District buildings, due to inclement weather or other emergencies, are to be closed, then the employees will not be expected to report to their assignment or to a designated location, and will not lose any pay. If schools and/or other District buildings are closed early due to inclement weather or other emergencies, employees will be free to leave immediately after students are dismissed, and will not lose any pay. Administrators in buildings without students, will dismiss AAES members within fifteen (15) minutes of the time all K-12 students have vacated District buildings.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

Section 6.1

The employees and members of their negotiating team agree that during the term of this Agreement, they will not engage in or encourage strikes, the stoppage of work, or the absence in whole or in part from the full, faithful, and proper performance of the duties of their employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, and/or obligations of employment. A strike will be defined by Public Act 379.

Section 6.2

Violation of Section 6.1 may result in discipline.

Section 6.3

As provided by state law, the District agrees that it will not lock out any employees or otherwise discipline employees for exercising their rights under the Public Employment Relations Act.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 7.1.

A grievance is a claim based upon an event or a condition caused by an alleged misinterpretation or an alleged inequitable application of the terms of this Agreement.

Section 7.2

The primary purpose of the procedures set forth in this article is to secure at the lowest step possible, equitable solutions to the claimed grievance. Members of the Association are encouraged to discuss their concerns with their immediate supervisor for a resolution of these concerns without having to resort to the formalized grievance procedure.

Section 7.3

The Association has the right to be present at all levels of the grievance procedure. However, any employee may represent him/herself if desired.

Section 7.4

Grievances will be subject to the terms of this grievance article and will be processed outside of regular working hours unless it is mutually agreed by the District and the Association to process the grievance during working hours.

Section 7.5

A grievance will be filed within fifteen (15) working days of the time when the alleged occurrence first impacted on a member of the Bargaining Unit.

Section 7.6

All days mentioned in this article are working days unless stated otherwise.

Section 7.7 - Structure

- A. The building principal, or the employee's immediate supervisor, is designated as the administrative representative or supervisor for the Step One procedure.
- B. The Superintendent/designee is designated as the administrative representative for the Step Two procedure.
- C. Binding arbitration is designated as Step Three in the grievance procedure.

Section 7.8 – Procedure

- A. Step One - **(IMMEDIATE SUPERVISOR, WRITTEN)** If the alleged grievance cannot be settled informally with the employee's immediate supervisor, then the

employee will reduce the grievance to writing (see Appendix C). Within five (5) days of the receipt of the grievance, the supervisor will schedule a meeting with the employee and the Association Representative at a time and place agreeable to the participants. After the meeting and within five (5) days, the supervisor will put in writing on the appropriate form (see Appendix C), his/her decision. If the employee and the Association do not accept the decision of the supervisor, then they will make this decision known within five (5) days of the receipt of the decision from the supervisor and forward it to Step Two.

- B. **Step Two - (SUPERINTENDENT/DESIGNEE, WRITTEN)** Upon receipt of the grievance from Step One, the Superintendent/designee will, within ten (10) days, schedule a meeting with the employee and the Association Representative at a time and place agreeable to the participants. Members of the administration who may be involved in the alleged grievance may also be in attendance at the request of either party. Within ten (10) days of this meeting the Superintendent/designee will make his decision known to the Association. If the decision is not acceptable by the Association, then the grievance may be forwarded to Step Three.
- C. **Step Three - (ARBITRATION - WRITTEN)** If the grievance is still not settled, the Association may, within fifteen (15) days after the Superintendent/designee's answer, submit the grievance to arbitration. The rules of the American Arbitration Association will govern the filing of the demand for arbitration, the selection of the arbitrator, and the conducting of the hearing, and all other matters surrounding the arbitration process. The cost for the services of the arbitrator, including per diem expenses, and the American Arbitration Association filing fees will be borne equally by the District and AAES. All other expenses will be borne by the parties incurring them; and neither party will be responsible for the expense of witnesses called by the other, except the grievant(s), grievance committee members, and Association member(s) who are witnesses involved in the grievance will be released without loss of pay to participate in the arbitration hearing. The decision of the arbitrator will be final and binding on the District, AAES, and employee.

Section 7.9 - Miscellaneous Provisions

- A. There will be no reprisals by either party taken against any party by reason of participation in a grievance procedure.
- B. A grievance may be withdrawn at any step, but that same grievance will not be filed again.
- C. Probationary employees may file grievances, but do not have the right to grieve their discharge.
- D. Should the time limits be exceeded by either party, then the grievance will be considered settled at the previous step. By this, it is meant that should a grievance not be forwarded by the employee and the Association to the next step within the prescribed time limits, then the grievance is considered settled as resolved by the administrative representative at that previous step. Should the administrative representative not respond within the prescribed time limits, then the grievance will be considered settled at the previous step in favor of the employee and the Association.
- E. Time limits may be waived by mutual agreement.
- F. All hearings at levels one, and two, will be held within ten (10) days from the date the hearing is set or fifteen (15) days after receipt of the grievance or grievance appeal by the appropriate administrator unless a later date is agreed to by the parties.
- G. Any step of the grievance procedure may be waived by the parties.
- H. An Association grievance affecting two or more buildings should start at Step Two if the issue is the same in each building.
- I. A grievance for an action taken by other than the employee's immediate supervisor will be filed at Step Two.

ARTICLE 8 – MANAGEMENT RIGHTS

Section 8.1

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the supervision of its employees;
- B. To hire all personnel and to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to assign, reassign, promote, supervise, evaluate, and transfer all such employees;
- C. To decide upon the means of supplying and to approve the selection of office materials and equipment;
- D. To adopt reasonable rules and regulations affecting members of the Association;
- E. To determine the replacement of operations, productions, service, maintenance, or distribution of work, and source of materials and supplies.

Section 8.2

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board in adoption of policies, rules, regulations, and practices, the furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific and expressed terms of this Agreement and the laws and Constitution of the State of Michigan and the laws and Constitution of the United States.

Section 8.3

The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the terms of this Agreement unless mutually agreed.

**ARTICLE 9 - SENIORITY, PROBATION, TRANSFERS,
VACANCIES, PROMOTIONS, LAYOFF AND RECALL RIGHTS**

SENIORITY

Section 9.1

Seniority for the bargaining unit employees will be the length of uninterrupted service from the date of hire into the bargaining unit. Interrupted service will be defined as an absence from work of twenty (20) days or longer during which the employee receives no pay from the District.

Section 9.2

In the event two or more employees have the same date of hire, their ranking will first be determined by previous bargaining unit service. The most previous service will rank first.

If two or more employees still have the same seniority rank after the previous service application, the seniority rank will be determined by a lottery system. The Employer will advise the Association president and the tied employees at least fifteen (15) days before the lottery. The employees will be permitted to draw a number. The lower number will cause the ranking to be first. If the employee does not participate in the lottery, the president of the Association will draw a number.

Section 9.3

An approved unpaid leave of absence by the Board will not result in the loss of seniority of an employee, but time spent on an approved unpaid leave will also not be counted as worked time for seniority purposes. For instance, an employee who has two (2) years of seniority is approved for a one (1) year unpaid leave. Upon the employee's return, her seniority is still two (2) years, not three (3) years, but the employee will continue to accrue seniority from the date of return from the unpaid leave.

Section 9.4

Secretarial employees in positions excluded from the bargaining unit will qualify for seniority credit as stated below. However, the right to exercise benefits stemming from such seniority credit will be held in abeyance until after the employee transfers into a vacant bargaining unit position.

- A. A transferee from the bargaining unit will maintain the seniority accrued while in the bargaining unit for one year and will not earn additional seniority while in the excluded positions.

Section 9.5

The District agrees to provide the Association with an up-to-date seniority list by April 1 of each year. Subsequent changes in the seniority list will be brought to the Association's attention in a reasonable time period.

Section 9.6

The seniority list signed by the Association president and the Employer representative is the official seniority list as of November 9, 1983. All future seniority lists will be based on that list as may be updated as provided for in this Agreement.

Section 9.7

A secretary who has been off work and covered under the provisions of long-term disability will not accrue seniority during the period of LTD coverage.

PROBATION

Section 9.8

Newly hired employees, other than substitutes and temporary help will be considered probationary employees for the first ninety (90) calendar days. There will be no seniority among probationary employees. Prior to completing probation, the employee must pass the secretary basic skills test. When a probationary employee finishes his/her probationary period, he/she will be entered on the seniority list and will rank, for seniority purposes, ninety (90) calendar days prior to the date he/she completed the probationary period.

The superintendent or designee may extend the probationary period for the length of absences.

Section 9.9

At the conclusion of this period, a decision will be made by the Superintendent or designee and the employee's immediate supervisor as to whether the employee will be continued as a regular member of the secretarial force. Notification of this decision will be in writing to the employee.

Section 9.10

The District retains the exclusive right to discharge a probationary employee. This action will not be subject to the grievance procedure.

Section 9.11

Assignment of the probationary employee to a regular position will be made by the Superintendent or designee.

TRANSFER

Section 9.12

A transfer is any change in a job within the Bargaining Unit. Transfers are to be minimized or avoided whenever possible since they may be disruptive to effective school administration. Voluntary transfer to a vacant Bargaining Unit position will be granted to the secretary applicant with the greatest seniority who meets the necessary qualifications as set forth in the job description for the position. Involuntary transfers not specifically controlled by Section 9.21 through 9.25 will be given to the least senior secretary who meets the necessary qualification as set forth by the job description for the position.

To determine if applicants are qualified to assume a vacant position the District may require the applicants to take a written test. If any applicant is to be tested then all applicants will be tested. The District will prepare the test. The District is free to seek assistance from an outside source. The test will be shown to the Association President or designee prior to the test being administered. The Association President or designee is encouraged to advise the District about its concerns, if any.

The test is to determine if the applicants meet the necessary qualifications for the position as determined by the job description. The test will be given by an administrator in a quiet location utilizing the equipment normally provided for the position. The District will predetermine minimum score required to pass the test, and make the score known to the Association and the people taking the test. The position will be awarded to the most senior applicant who passed the test.

Section 9.13

In the event of a proposed technological change, such as the introduction of automatic office machines, the District agrees to offer such employment to present employees. The District agrees to give present employees a reasonable time to qualify for such new assignment. Any expense incurred in updating skills will be paid by the Employer.

Section 9.14

All bargaining unit vacancies and promotions will be filled by bargaining unit members when qualified members apply for the positions. All employees are encouraged to train and prepare for promotional opportunities.

Section 9.15

Whenever any vacancy in a secretarial position in the District occurs during the school year, the District will publicize the same on the employment link of the district website. The District will provide all bargaining unit members a copy of these postings on email. Vacancies that occur when school is not in session will be publicized to all secretaries by written notice. A change in the number of hours per week, or weeks per year in a position that occur within six (6) months after the position was last filled will be posted.

Section 9.16

Secretarial positions in a new building that is a replacement for an existing building will be filled by secretaries from the existing building, if the number of positions in the new building is equal to or greater than the number of positions in the existing building. If the new building has more positions than can be filled from the existing building the vacancy will be posted and filled as required herein. If the new building has fewer positions than the existing building the vacancies will be filled by secretaries from the existing building in order of seniority.

Section 9.17

The written notice will contain the job title, job description, job classification and qualifications required for the position and the procedure and date for application. Job descriptions may be updated annually by July 1 of each year.

Section 9.18

No vacancy will be filled until such vacancy will have been posted for at least five (5) days. The only exception will be in case of an emergency and then the vacancy will be

filled only on a temporary basis for two (2) weeks only. However, a signed acceptance or refusal of the vacancy by all secretarial employees may replace the five (5) day job posting.

Section 9.19

A vacancy is an unfilled position. A promotion is the assignment of an employee to an unfilled position which results in an increase in annual salary.

Section 9.20

Any employee may apply for such vacancy. In filling such vacancy, the District agrees to give due weight to the background, attainments, and secretarial skills of all applicants, the length of time each has been in the Avondale School District, and any other relevant factors. An applicant with less seniority in the system will not be awarded such position unless a more senior applicant is not qualified for the position. Seniority will be defined in Sections 9.1 and 9.2.

Section 9.21

An employee placed in a new position by transfer will be required to satisfactorily complete a trial period of sixty (60) calendar days, during the employee's work year. If the employee does not satisfactorily complete a trial period or chooses to not continue in the position, he/she will be returned to his/her previous position. If the previous position has been eliminated he/she will be assigned to another position per Section 9.26. The trial period will be automatically extended for any absence during the period by the amount of said absences. In the event an employee is involuntarily transferred to a new assignment, the District agrees to give the employee not less than sixty (60) work days nor more than one hundred twenty (120) work days to qualify for such new assignment. Any expense incurred for training the employee under this Section will be paid by the District.

Layoff and Recall

Section 9.22

Layoff is the reduction of annual or daily assigned hours up to and including complete elimination of one or more positions. In the event the District determines a layoff is necessary, at least four (4) weeks written notice will be given to the employees so affected. At least three (3) weeks prior to the issuance of the lay-off notice, the District will meet with representatives of the Association to discuss possible alternatives to the proposed lay-off.

In the event the District must reduce the number of secretarial/clerical employees in its employ due to the lack of available operational funds or due to a reduction in student enrollment, the District will be empowered to layoff any number of employees necessary or to reduce the daily assignment of a secretary/clerical employee(s).

Layoff means involuntary removal from the payroll with no employment rights other than retention of seniority status and recall rights as noted below. Involuntary reduction to less than full-time pay will also be considered a layoff and will be handled under the procedures of this article.

Section 9.23

Employees given lay-off notices will be given an opportunity in seniority order to take a vacant position, to displace a bargaining unit employee with less seniority per Section 9.26, or take the layoff.

Section 9.24

Employees laid off will maintain recall rights for three (3) years. Recall will be by written notice of at least two (2) weeks. The recall will be in order of most senior employee being recalled first, provided the employee meets the qualifications for the position.

Should an employee be offered a position with the number of weeks per year and hours per week of employment equal to or greater than what was held prior to layoff, and refuse such position, the employee will lose her/his right to remain on the seniority recall list, and will be considered as having terminated her/his rights to recall. However, should a laid-off employee be offered a position with fewer weeks per year or hours per week of employment than held prior to layoff and refuse said position, the employee will not lose her right to remain on the seniority recall list. The employee will be paid at the level of the new position or at the level of the previous position whichever is greater for the balance of the fiscal year.

Section 9.25

The District will continue health, dental and optical insurance benefits provided under this Agreement for three (3) months after layoff or the length of time permitted by the insurance carrier, whichever is less.

Section 9.26

An employee who has sufficient seniority and is bumping back into a job will do so according to the following guidelines:

The employee will first displace the least senior employee in his/her present classification with the same number of weeks and hours. If the returning employee has been on leave from the District for three (3) years, the employee must demonstrate his/her qualifications for the job. If no position is available in his/her present classification with the same number of weeks in the same classification, then the next option is the same number of weeks in the next lower classification. The third option is less weeks in the same classification. If no position is available after the third option, or if the displacing would result in a change for the returning employee from his/her current full-time to part-time

status, then the returning employee may displace the least senior full-time employee in any other classification if he/she meets the necessary qualifications for the position, as stated in the job description on file. These displaced secretaries will have the right of first return to their previous assignment for the next two (2) years.

If an employee on lay off wishes to bump a less senior employee, the District may test the laid off employee to determine if he/she is qualified for the position which is the object of the bump. The same testing standards and procedures will be used as for transfer requests. (See Section 9.12)

For an employee recalled after a lay off of one (1) or more years, the District agrees to give the employee not less than sixty (60) work days nor more than one hundred twenty (120) work days to qualify for such new assignment. Any expense incurred for training the employee under this Section will be paid by the District.

ARTICLE 10 - DISCHARGE AND DEMOTION

Section 10.1

The discharge, the demotion, or the disciplining of an employee by the Superintendent or designee, or the employee's immediate supervisor, will be made only for reasonable and just cause. When such action is deemed necessary by the administration, it will be done privately.

Section 10.2

An employee will at all times be entitled to have present a representative of the Association when he/she is being disciplined and/or reprimanded or when being investigated to determine if discipline/reprimand is warranted for any infraction or delinquency in professional performance. If a request for such representation is made, no action will be taken with respect to the employee until the representative of the Association is present. It is understood by the Association that representation for the employee will be provided on the same day, if possible, or on the next working day. If the disciplinary action, reprimand, or investigation falls on a day prior to a holiday or recess, then the Association will provide representation on the same day of the discipline, reprimand, or investigation, if possible.

- A. Before disciplining, reprimanding, or investigating an employee, the administrator conducting same will advise the employee of his/her right to Association representation. If the employee desires an Association representative present at any stage of the meeting, the meeting will be delayed until the representative is present.

- B. In the absence of a request for representation by an employee, an administrator may request the attendance of an Association representative.
- C. Whenever requested by either an employee or an administrator, the Association representative will be available.
- D. Disciplining, or the reprimanding of an employee, will be construed to mean a formal, oral/written report of the incident or infraction. An administrator may speak to an employee regarding delinquency in professional performance without putting the infraction in writing.
- E. A policy of progressive discipline will be followed which normally includes a verbal reprimand, a written reprimand, suspension and discharge. However, any disciplinary action taken against employees will be appropriate to the behavior which precipitated said action.
- F. In imposing discipline on a current charge, the Board will not take into account any infraction which occurred more than eighteen (18) months previously. Exceptions to this condition may be mutually agreed upon. Criminal sexual conduct, substance abuse, and physical force are not subject to the eighteen (18) month limitation. The Association will be involved at the first knowledge of the criminal sexual misconduct, substance abuse, and physical force.
- G. The District agrees that upon the discipline/reprimand in writing, suspension, demotion, or discharge of any member it will notify the Association in writing.
- H. The employee being disciplined will be allowed to discuss the problems with the Association representative and the District will make available a private area where they may do so before the employee is required to leave the property of the District. Upon request the administrator will discuss the problem with the employee and the Association representative.
- I. Nothing contained in the above paragraphs will prevent an administrator from exercising his/her normal administrative and supervisory duties. An administrator will at all times be free to discuss and talk to employees regarding their performance.
- J. Each employee will, during regular business hours, be permitted to review all files dealing with his/her employment. Every employee has the right to have an Association Representative present while reviewing his/her files. Twenty-four (24) hour notice must be provided to the Superintendent or designee.

ARTICLE 11 - RESIGNATION

Section 11.1

An employee desiring to resign will file a written notice with the Superintendent or designee at least two (2) weeks prior to the effective date of resignation. Such advance notice may be waived by the District under extenuating circumstances.

Section 11.2

Resignations automatically forfeit all seniority rights and benefits of employment. In the event of re-employment, such employee will be considered as a new employee.

ARTICLE 12 - HOURS OF WORK

Section 12.1

- A. The standard workday will consist of eight (8) hours exclusive of lunch time. The standard work week will consist of forty (40) hours exclusive of lunch time. The schedule will be determined by the employee's immediate administrative supervisor.
- B. A modified work schedule for secretarial employees will be in effect when schools are not in session for students. This schedule will consist of a seven (7) hour workday, which excludes the lunch period. This will be from 8:00am to 4:00pm provided the employee used one (1) hour for lunch.
- C. Employees working thirty-five (35) hours per week under the provisions of this section are not eligible for additional pay for hours worked between 35 and 40 per week. Hours worked in excess of forty (40) hours per week are subject to the provisions of overtime pay. When the workday is reduced during the periods of time when schools are not in session, the employee will receive no less pay per day than he/she would be paid during the regular workday.
- D. The normal work day may be changed by mutual agreement between the employee and his/her supervisor.
- E. Lunch time is duty free except in an emergency.

Section 12.2

A flexible working schedule of seven continuous weeks will be provided during the summer for fifty-two (52) week employees once the forty-four week employees leave for the summer. Employees will work one of the following schedules:

1. 7:15am to 5:00pm with one (1) hour for duty free lunch; four (4) days per week with four (4) day weekends; or,

2. 7:45am to 5:00pm with one half (1/2) hour duty free lunch; four (4) days per week with four (4) day weekends;

Section 12.3

Time and one-half (1 1/2) will be paid for all work in excess of forty (40) hours in any one week and for all work performed on Saturday. Double time will be paid for all work performed on Sunday and holidays. The pay will be in the form of additional salary or compensatory time off as per the above formula. All overtime must be with the knowledge and authorization of a supervisor at the time the overtime is scheduled. The employee and supervisor will agree as to the form and schedule of payment at the time of authorization. If no agreement can be achieved, the pay will be additional salary.

Section 12.4

An employee may take a fifteen (15) minute am and pm coffee break according to schedule approved by his/her supervisor. The employee may, with the approval of his/her supervisor, take either or both breaks consecutively with lunch time.

Section 12.5

On the day before a recess period employees scheduled to leave at 5:00pm are permitted to leave at 4:00pm. Other employees are permitted to leave thirty (30) minutes after the teachers are permitted to leave, or earlier if approved by the immediate supervisor.

ARTICLE 13 - COMPENSATION, HOLIDAYS, VACATIONS

Section 13.1

The salary schedule of secretaries covered by this Agreement is set forth in Appendix A, which is attached to and incorporated into this Agreement. The Appendix A Salary Schedule increases above the previous year's schedule are: members on the salary steps will receive one step increase. Fifty-two (52) week members who are already on the top step will receive a 0.5% off schedule payment in the first check of July 2009. The rest of the members who are already on the top step will receive a 0.5% off schedule payment in the first check of August 2009. All members who are already on the top step will receive an additional 0.5% off schedule payment in the first check of February 2010.

Section 13.2

These annual rates of pay as listed in Appendix A, are shown for each of the secretarial classifications. Increments will be added on July 1 of each year for 52 week employees and at the beginning of employment for forty-four (44) and forty-eight (48) week employees when they return to work in August. In order to qualify for an increment, the secretary must have completed her probationary period of ninety (90) calendar days prior to July 1 following employment.

Section 13.3

An employee with an Associate Degree or Bachelor Degree may request, in writing, the Superintendent or designee to adjust his/her salary. The adjustment, if approved, will be one quarter percent (.25%) of the salary provided for in Appendix A for completion of the School Administrative Professional Certification Program, half percent (.5%) of the salary provided for in Appendix A for an Associate Degree and one percent (1%) of the salary provided for in Appendix A for a Bachelor Degree. To qualify for the adjustment, the degree must reasonably be related to the employee's position at the time of request. If the request is rejected, the employee and/or Association can meet with the Assistant Superintendent of Human Resources to explain the reasonable relationship to the employee's position. The decision of the Assistant Superintendent of Human Resources is final and not subject to the grievance procedure herein provided.

FORTY-FOUR WEEK EMPLOYEES

Section 13.4

Forty-four week employees will be scheduled to begin work at least five (5) days before the return of teachers in the fall, the same work days as the teachers during the school year, and at least five days following the end of the teachers' work year. They shall be paid for two hundred fifteen (215) days which includes the days listed above and below:

New Year's Eve	Wednesday before Thanksgiving
New Year's Day	Thanksgiving
Martin Luther King Jr. Birthday Observance	Friday after Thanksgiving
Good Friday	December 24
Memorial Day	December 25
Friday before Labor Day	December 26
Labor Day	

Floating holiday per semester to be used at employee's discretion with supervisor approval.

Two (2) days of the mid-winter break are included in the workyear. In order for the employee to take the two (2) days off with pay the employee must work overtime equal in amount to the four (4) sessions of parent/teacher conference with approval of the immediate supervisor.

If the holiday falls on a weekend day, there will be a paid holiday on the last work day before the weekend, or the first work day after the weekend.

Section 13.5

The forty-four week employees' hourly rate of pay for overtime or docking purposes or for determining the salary of a part-time employee, will be computed by dividing the annual salary by a standard 1720 hours. The annual salary of all employees will be paid in 22 or 26 biweekly installments, at the option of the employee, which except for the first and/or last installment will be uniform. The biweekly amount will not be reduced because some intervening pay periods may include some unpaid recess days.

FORTY-EIGHT WEEK EMPLOYEES

Section 13.6

Forty-eight week employees will be paid for two hundred thirty-five (235) days which includes the days listed below:

New Year's Eve	Thanksgiving
New Year's Day	Friday after Thanksgiving
Good Friday	December 24
Memorial Day	December 25
Friday before Labor Day	December 26
Labor Day	Martin Luther King Jr. Birthday Observance
Wednesday before Thanksgiving	July 4 th if a part of the scheduled work year.

Floating holiday per semester to be used at employee's discretion with supervisor approval.

Two (2) days of the mid-winter break are included in the workyear. In order for the employee to take the two (2) days off with pay the employee must work overtime equal in amount to the four (4) sessions of parent/teacher conference with approval of the immediate supervisor.

If the holiday falls on a weekend day, there will be a paid holiday on the last workday before the weekend or the first work day after the weekend.

Section 13.7

The forty-eight (48) week employees' hourly rate of pay for overtime or docking purposes or for determining the salary of a part-time employee, will be computed by dividing the annual salary by a standard 1880 hours. The annual salary of all employees will be paid in 24 or 26 biweekly installments, at the option of the employee, which except for the first and/or last installment will be uniform. The biweekly amount will not be reduced because some intervening pay periods may include some unpaid recess days.

Section 13.8

Fifty-two (52) week employees will be paid for two hundred sixty (260) days which includes the following holidays and vacation time:

Martin Luther King Jr. Birthday Observance	Labor Day
Good Friday	Wednesday before Thanksgiving
Labor Day	Thanksgiving
Memorial Day	Friday after Thanksgiving
July 4	Eight (8) days during winter break
Friday before Labor Day	

Floating holiday per semester to be used at employee's discretion with supervisor approval.

If the holiday falls on a weekend day, there will be a paid holiday on the last work day before the weekend, or the first work day after the weekend.

Vacation Days

Less than 1 year	prorated one (1) day per month (ten (10) days or more worked in a month will be counted as a month) to a maximum of ten (10) days.
1 to 5 years	10 days
5.1 to 10 years	15 days
10.1 to 15 years	19 days
16 years	20 days

Vacation days will be placed in the employee's vacation bank on his/her anniversary date of hire. During the first year of employment, vacation days may be used as they are earned.

- A. Vacation days should be used each year, however at the option of the employee and with prior approval of the immediate supervisor the employee may carry up to ten (10) days over to the following year on his/her anniversary date of hire. Vacation days not used or carried forward will be paid off at one half (1/2) of the employees regular rate of pay.
- B. Vacation time for employees will be taken during the time when school is not in session, i.e. during the winter, mid-winter break, and spring recesses. Vacation time may also be taken at other times when school is in session if mutually agreed to by the employee and the immediate administrative supervisor. Vacation notice for more than two (2) days must be submitted in writing to the employee's immediate supervisor/designee at least one (1) week in advance. The employee's immediate supervisor/designee may waive the one (1) week notice requirement.
- C. Should an employee have been employed less than a year as of June 30, her vacation allowance will be pro-rated.

- D. Upon transferring to a position requiring fewer working hours or weeks of employment, the employee will receive the accrued vacation pay at the rate of pay at the time the vacation allowance was earned.
- E. In case of an employee's death (either accidental or natural), payment of accrued vacation pay will be made to the designated beneficiary of the employee or her estate.
- F. Disputes over the scheduling or rescheduling of vacation time will be sent to the Superintendent/designee for final resolution.

Section 13.9

Fifty-two (52) week employees hourly rate of pay for overtime purposes will be determined by dividing the annual salary including longevity by 2080 (52 weeks x 5 days x 8 hours = 2080 hours).

Section 13.10

When an employee changes from a forty-four (44) or forty-eight (48) week position to a fifty-two (52) week position, or vice versa, effective July 1, 2005, a secretary transferring to a fifty-two (52) week position will be credited years of service for vacation purposes at the rate of (0.85) for each year of service in a forty-four (44) week position and (0.90) for each year of service in a forty-eight (48) week position. If a secretary leaves a fifty-two (52) week position then later returns to a fifty-two (52) week position the intervening years will be calculated in the same manner.

Section 13.11

All new employees will start on the probationary step.

Section 13.12

An employee will be reimbursed at the current IRS mileage reimbursement rate for use of her/his motor vehicle on school business including conferences and inservice.

Section 13.13

An employee temporarily assigned to another bargaining unit position will, after seven (7) days, be compensated at the rate of the other position or her/his regular rate whichever is higher. All compensation will be retroactive to the first day of the assignment.

Section 13.14

The employee will participate in the direct deposit payroll program provided by the District using the services of Automated Clearing House (ACH). This program will allow the employee to select up to four (4) US banks, credit unions, or savings and loan institutions which participate in ACH transactions for deposit of payroll. The District will

not charge the employee for this service. Amendments may be made to the employee's designation of the amount and destination of the deposit at anytime.

The District will convey the information to the effect the ACH deposit by the scheduled paydate.

ARTICLE 14 - PAID ABSENCES

Section 14.1

The parties mutually recognize the need for employees, in time of sickness, matters of emergency, or other circumstances beyond the control of the employee, to have a degree of security in regard to salary. Therefore, the following provisions are hereby established.

Section 14.2

An employee's salary will be continued during a temporary absence from her assignment due to any personal illness or any injury for the lesser of 180 calendar days per year (July 1 - June 30) or the time required to qualify for long term disability benefits provided by the school district. Benefits received by the employee from Avondale's Workers' Compensation insurance in combination with the payment by Avondale, will not exceed the employee's annual contract amount.

Section 14.3

Other absences with the knowledge of the employee's immediate supervisor up to and including four (4) personal business days a year will not result in a reduction in an employee's salary. Personal business is defined as that activity which could not be acted upon except during school hours. The use of personal business days immediately before and/or after a holiday or a recess period for travel or to otherwise extend the holiday or recess period is specifically prohibited. The period of absence without loss of pay may be extended beyond three (3) days for such occurrence upon the approval of the Superintendent. The Superintendent's decisions relative to such extension of paid absence is not grievable.

Section 14.4

Up to five (5) days may be used for illness in the immediate family. After five (5) days it is expected that the employee can make appropriate arrangements for the care of the ill member of her/his immediate family. However, additional days may be granted upon approval of the Superintendent or designee. Immediate family in this section will mean husband, wife, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter, son, daughter-in-law, son-in-law, grandmother, grandfather, grandchild, or other relatives living within the same household. For relatives not covered in this paragraph, the employee may appeal to the Superintendent or designee. The decision of the Superintendent or designee is not grievable.

Section 14.5

A maximum of five (5) days may be used for a death in the immediate family, as defined in Section 14.4. One day will be granted to attend the funeral of a friend or relative not covered in Section 14.4. However, additional days may be granted upon approval of the Superintendent or designee.

Section 14.6

Jury and court leave: Each employee will be excused from her regular assigned duties for required jury duty or the attendance at any court or administrative agency pursuant to subpoenas, provided she did not initiate or is not a party to the action. She will be paid her regular salary, and any funds received for appearance in court or before an administrative agency relating from being subpoenaed will be paid to the Avondale School District. The District will automatically deduct fifteen dollars (\$15.00) [full day] or seven dollars and fifty cents (\$7.50) [half day] from his/her normal salary for each day the employee serves as juror. The deduction will be taken on the 30th calendar day of the reported jury duty absence.

Section 14.7

The provisions of this Article are intended to provide salary security in time of need, not mere convenience, under the conditions specified only.

Section 14.8

An employee demonstrating a pattern of sick leave abuse may be notified that he/she will be required to furnish proof of illness signed by a physician for any subsequent use of sick leave during the current school year. Notification of such requirement will be made in writing to the employee by the Superintendent.

In the event of absence of an employee for illness or injury in excess of five (5) consecutive days, the Superintendent or designee may require proof of illness or injury.

Section 14.9

Proven abuse of the provisions of this Article will result in appropriate disciplinary action.

Section 14.10

For employees who qualify, leave time granted under this Article is inclusive of the Family Medical Leave Act of 1993 (FMLA). For the purpose of FMLA leaves immediate family means: spouse, son, daughter, parent. The benefit coverage provisions of FMLA will include the benefits provided at the Insurance Protection Article.

Section 14.11

An employee may use up to six (6) weeks of paid sick leave for the adoption of a child. The time can be used after the employee takes custody of the subject child, or before

taking custody if the adoption agency requires the employee to be with the child before the child is placed or if travel is necessary to secure the child. The District may request verification of precustody requirements.

Section 14.12

Bonus Day Incentive Program

- A. An employee who used one or fewer sick leave days, per Sections 14.2 and 14.4, during the school year will be entitled to two (2) incentive days to be used during the subsequent school year without restrictions. An employee who used only two sick leave days, per Sections 14.2 and 14.4 during the school year will be entitled to one (1) incentive day to be used during the subsequent school year without restrictions.
- B. An incentive day may be used without specificity by any employee in a regularly assigned position. Application must be made at least two (2) days prior to the day of leave except in cases of emergency.
- C. Not more than six (6) employees will be excused under this section on any given day district-wide. Priority will be established by date of receipt of request by the Department of Human Resources.

ARTICLE 15 - LEAVES OF ABSENCE WITHOUT PAY

Section 15.1

A leave of absence, up to one (1) year without pay, will be granted upon written application and approval by the Superintendent or designee with accompanying approval by the Avondale Board of Education, for further educational study. The seniority of the employee will be retained during the period of this leave. By this, it is meant that an employee with five (5) years of experience in a particular job classification will retain that five (5) years of experience upon return from educational leave.

Section 15.2

After successfully completing the probationary period, a child care leave up to one (1) year will be granted to an employee without pay, upon written application to the Superintendent or designee and the Avondale Board of Education. A maternity related disability will be treated like all other disabilities.

Section 15.3

After five (5) years of service, a leave of absence may be granted, without pay, to any employee to campaign for and/or serve in a public office. This leave will be for the length of period of the office to which the employee has been elected.

Section 15.4

Any employee whose personal illness extends beyond the period compensated for under Article 14 will be granted a leave of absence without pay for such time as is necessary for complete recovery of her/his illness. The employee must request in writing to utilize the unpaid leave.

Section 15.5

An employee will be returned to a position at the conclusion of her/his leave providing there is a position held by an employee with less seniority for which she is qualified. Should there be no position, the leave will be extended until there is a vacancy. No leave may be extended beyond three (3) years from the original start of the leave.

Section 15.6

Military leaves of absence will be granted to any employee who is inducted for military duty or is reactivated into duty with any branch of the armed forces of the United States. Salary, seniority, and re-employment rights will be handled as per federal and state laws.

Section 15.7

A leave without pay requested in writing may be granted for up to six (6) months because of illness in the employee's immediate family, upon the recommendation of the immediate supervisor and with approval of the Board. Extensions of the leave are at the option of the Board.

Section 15.8

Upon return from any leave provided under the agreement the employee will be assigned to her same position subject to the conditions delineated in Section 9.26. Upon return from an extension of a leave, the employee will be assigned a position only if one is available; otherwise, the employee will continue on leave for a maximum of three (3) additional months. If no position is available, the employment is terminated. An employee on a leave of absence will submit in writing to the Superintendent or designee his/her intent to return to work at least 30 days prior to the date of return.

Section 15.9

For employees who qualify, leave time granted under this Article is inclusive of the Family Medical Leave Act of 1993 (FMLA). For the purpose of FMLA leaves immediate family means: spouse, son, daughter, parent, The benefit coverage provisions of FMLA may include the benefits provided at the Insurance Protection Article.

Section 15.10

A personal leave of absence for up to one (1) year will be granted by the Superintendent or designee.

ARTICLE 16 - SEVERANCE PAY & RETIREMENT

Section 16.1

An employee, upon voluntary termination of employment, after at least ten (10) years of continuous service in the bargaining unit will be eligible for severance pay of three quarters of a percent (.75%) of salary times the years of service or portion thereof up to and including thirty (30) years of completed service, i.e.:

20 years x .75% = 15% of current annual salary

13 years x .75% = 9.75% of current annual salary

Employees hired in the bargaining unit after December 31, 1994 will be eligible for severance pay upon voluntary termination of employment if he/she has at least fifteen (15) years of continuous service or is eligible for retirement under the Michigan Public School Employees Retirement System.

Section 16.2

An employee eligible for benefits under Section 16.1 whose voluntary termination is for the purpose of retirement under the Michigan Public School Employees Retirement System will be eligible for additional severance pay of three quarters of one percent (.75%) of salary times the years of service or portion thereof up to and including thirty (30) years of completed service.

Section 16.3

An employee electing severance in lieu of layoff as provided in Section 9.21 will be eligible for benefits under 16.1 and 16.2 as conditions warrant.

Section 16.4

The benefits paid under this Article will be reduced by any unemployment benefit.

Section 16.5

An employee who changes work status, that is, 52 weeks to forty-four (44) weeks or full time to part time during the three (3) years immediately preceding his/her resignation will be entitled to a prorated severance allowance based on the weighted average of the change in status using the salary rates in effect for the last year worked.

Section 16.6

Employees who terminate will be paid for all accumulated vacation days including prorated vacation for the year of termination.

Section 16.7

There will be no mandatory retirement age.

ARTICLE 17 - INSURANCE

Section 17.1

The District is not responsible for solicitation of employees for insurance and other benefits. The District will provide application forms and explanatory information available for all employees and will review all insurance coverage and other benefits with new hires within five (5) days of beginning work. The applications and explanatory information will be available upon request. Mutual exceptions are permissive.

The insurance and other benefits will begin when the employee has properly completed and submitted the necessary application forms to the District business office and actually begins working subject to the open enrollment periods of the providers.

All insurance and benefits will terminate when the employee terminates employment except coverage may continue as permitted by COBRA and the providers' rules.

It is the employee's responsibility to notify the District if any person covered by the District paid insurance is no longer eligible for the insurance. By way of example, this could result from a divorce, death of a spouse, or child, or the child is no longer dependent on the employee. The employee shall notify the Benefits Office, in writing, within thirty (30) calendar days of the change. Failure to do so may cause the employee to reimburse the District for the added expenses of providing insurance to an ineligible person. The District will send a notice to all employees at the beginning of each semester reminding the employee of their responsibility to notify the District of any change and the possible consequences of not providing said notice.

Group Term Life Insurance

Section 17.2

The District will provide without cost to the AAES member group life insurance protection in the amount of fifty thousand dollars (\$50,000.00), per full-time or part-time employee. This insurance will include an additional fifty thousand dollars (\$50,000.00) indemnity in the event of accidental death and accidental dismemberment. Accidental death and dismemberment will be defined by the insurance carrier and the AAES Collective Bargaining Agreement with the District.

Section 17.3 - Hospitalization Insurance

The District will make full payment for employees, regularly employed for thirty (30) hours or more per week as well as their spouses and dependent children, for health coverage for MESSA Choices with the \$10/\$20 Preferred Prescription Rx Plan with the \$100/\$200 deductible and the \$10 office visit rider as listed in Appendix D.

Any employee working at least twenty (20) hours per week, but less than thirty (30), will have the District pay for one-half (1/2) of the insurance premium rate that would be paid for a full time employee (whether single person, two person, or full family coverage).

The District will not duplicate hospitalization insurance to any employee who had hospitalization coverage under another policy.

Section 17.4 - Option to Hospitalization Insurance

A. BENEFIT

Employees who are members of the AEES Bargaining Unit may apply for the following benefit in lieu of Health Care Insurance as provided by the District:

1. The District will provide a cash option to health insurance benefits. The cash amount as listed below will be per month for ten (10) months September through June. The District will formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of the cash payment received may be applied by the member to any Tax-Deferred/Sheltered Annuity selected by the member with a company that is a District approved carrier. The benefit will be paid monthly.

This choice is in lieu of Health Care Insurance, as described in Section 17.3, of this Master Agreement.

2. If 1-4 FTE participate: \$140 per month.
If 5-8 FTE participate: \$210 per month.
If 9-12 FTE participate: \$300 per month.
If 13 FTE or more participate: \$390 per month.

B. RULES

1. Employees who work less than full-time, or less than a full year will have the amount offered prorated to reflect the percentage of full-time worked. To receive credit for a month the employee must be on the payroll on the tenth of the month.
2. The employee may select the alternative benefit during the first ten (10) days of any month the District did not pay a health care insurance premium and receive the benefit for that month.
3. In order to receive this TSA benefit, the employee shall provide proof of Health Care Insurance from another source to the Benefit Office.

Section 17.5 - Long Term Disability

- A. An eligible employee who is unable to work due to mental or physical disability may go on LTD after one hundred eighty (180) days of disability. The LTD benefit will be $66 \frac{2}{3}$ percent of the employee's gross salary at the time of the last day worked. The $66 \frac{2}{3}$ percent (66.66%) LTD benefit is reduced by other forms

of income available to the employee for which the district has helped pay. These "offsets" include social security, retirement, and workers compensation. The intent of the plan is to assure the employee a source of income from various sources equal to the 66 2/3 percent benefit. However, the amount of offset for social security benefits, once determined, will not be increased by any future increase in social security benefits. The LTD benefit will continue until the employee returns to work, death, or to age 70. Eligibility for benefits from age 66 through 70 may be reduced in accord with federal rules governing LTD. The plan will cover nervous and mental disorder and alcohol and drug disorders like any other illness.

The plan will provide for a benefit increase due to an increase in the cost of living. The maximum annual increase will be three percent (3.0%) of the net benefit for a period of five (5) years.

- B. An employee may use leave days during waiting period.
- C. An employee may switch to long term disability after one hundred eighty (180) calendar days.
- D. It is expressly understood by the AAES and by the District that this LTD plan is subject to the rules and policies of the underwriter.
- E. The underwriter of this LTD plan will not be party to this agreement and coverages and rates are hereby limited to the availability of such coverages and rates as provided by the underwriter of this LTD plan.
- F The District will select the underwriter for LTD.
- G. An employee may return to work when she is certified by an appointed team of qualified physicians.
- H. The District will continue hospitalization insurance (Section 17.3) for the first twelve (12) months the employee is on LTD.

Section 17.6 -Dental Insurance

- A. Each employee will be provided Delta Dental Plan. Employees not covered by a dental plan will be provided Delta Dental Plan Auto Plus-008 which provides Class 1-A benefits at 100%, Class 1B benefits at 90%, Class 2 Benefits at 90%, with an annual maximum Class 1 and 2 benefits of \$1200.00 and Class 3 benefits of 90% with a life time maximum of \$1500.00.

Employees covered by a dental plan from another source will be provided Delta Dental Plan C-008 which provides Class 1 benefits at 50% and Class 2 benefits at 50% with an annual maximum Class 1 and 2 benefits of \$1200 and Class 3 Benefits at 50% and lifetime maximum of \$1500.00 with internal and external coordination of benefits. It is the intent of this plan to provide employees with coverage at least equal to the coverage of the Auto Plus-008 provided above.

Employees electing Plan C-008 will be paid \$50.00 per year cash option in December of each year. This cash option will be treated like the cash option to health. (See Section 17.4)

- B. It is expressly understood by the Association and by the District that the plan is subject to the rules and policies of Delta Dental Corporation of Michigan.
- C. Delta Dental Corporation of Michigan is not a party to this agreement and coverage and rates are hereby limited to the availability of such coverages and rates as provided by Delta Dental Corporation of Michigan.
- D. Coverage under this Section is limited to husband, wife, and dependent children.

Section 17.7 - Optical Care

The District will provide full family MESSA VSP-III Plan to all bargaining unit members who qualify for coverage.

WORKERS' COMPENSATION

Section 17.8

Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation law will receive from the District the difference between the allowance under the Workers' Compensation Law and her/his regular salary for the lesser of one-hundred eighty (180) calendar days or the time required to qualify for long term disability benefits provided by the District. Benefits received by the employee from Avondale's Workers' Compensation Insurance in combination with the payment by Avondale, will not exceed the employee's annual contract amount.

The District will continue hospitalization insurance (Section 17.3) for the first twelve (12) months the employee is receiving workers compensation wage benefits.

Section 17.9

The District will make available to all members payroll deduction for a member's voluntary participation in a Section 125 salary reduction agreement. The salary reduction agreement will be a Compensation Trust administered by a third party administrator who will pay claims at least monthly. There will be an open enrollment period between November 1 and November 30 each year. Before there is a change in the TPA, the Association will be consulted.

ARTICLE 18 - NEGOTIATION PROCEDURES**Section 18.1**

At least ninety (90) days prior to the expiration of this written agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, and terms and conditions of employment for secretaries employed by the District.

Section 18.2

In any negotiations described in this article, neither party will have any control over the selection of the negotiating 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 Board and by the membership of the Association. However, the parties mutually pledge that representatives selected by each will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

Section 18.3

The parties will deal with the selected representatives of each, not with individuals.

Section 18.4

The Association and the District agree there will be no reprisals, subtle or otherwise, as a result of participation in Avondale collective bargaining negotiations.

Section 18.5

If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

Section 18.6

The Association and the District acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement. Therefore,

the District and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 18.7

The parties agree that at the request of either party they will commence negotiation to modify or change this agreement as may be required or desirable because of changes in the school code or other state law enacted by the Michigan Legislature.

Section 18.8

This Agreement supersedes and cancels all previous Agreements, verbally or written, or based on alleged past practices between the District and the Association, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto will not be binding on either party unless executed in writing by each party and attached hereto.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

Section 19.1

This Agreement will supersede any rules, regulations, practices, or past practices of the Board which will be contrary to or inconsistent with its terms. It will likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement will be incorporated into and be considered part of the established policies of the Board.

Section 19.2

If (copies of) this Agreement or any application thereof to any employee or group of employees will be found contrary to law, then such provision or application will not be deemed valid and subsisting. But all other provisions or applications will continue in full force and effect.

Section 19.3

This Agreement will constitute the full and complete commitment between both parties. It may not be altered, changed, added to, deleted from, or modified in any way, except through the voluntary mutual consent of both parties in a written and signed amendment to this contract.

Section 19.4

Because every building has problems unique to itself due to facilities, personnel, and the public, the involved employees are encouraged to jointly develop solutions to these problems which are not inconsistent with state law, school board policy, or the terms of this Agreement. The Association agrees that in expecting its members to conduct themselves in all aspects of their job responsibilities and employment in an ethical and proper manner, it will exert all reasonable effort to rectify any action or attitude of any secretarial employee which may be considered to be improper or unethical.

Section 19.5

Full-time employees are defined as employees regularly scheduled to work eight (8) hours per day except as provided in Section 12.1. Fifty-two (52) week employees are those employees scheduled to work fifty-two (52) weeks per year exclusive of holiday and vacation allowance. Forty-four (44) week employees are those employees whose scheduled work year excludes holiday allowances and most of the teacher summer recess as provided in this Agreement.

Forty-eight (48) week employees are those employees whose scheduled work year excludes holiday allowances and July as provided in this Agreement.

Section 19.6

Employees will be required to work in a building only when a supervisor, or fellow Avondale employee is on duty in said building. If a supervisor, or fellow Avondale employee is not present, and the secretary chooses to leave the building, the employee's pay will not be reduced.

Section 19.7

The employer will provide in-service training each year. The employees will be released from regular duties without loss of pay or leave time to participate in the in-service. The Association will be consulted for ideas.

Section 19.8

The District will provide the employees a properly furnished smoke free lunch room for their use. At the Administration Building office machines will not be placed in the lunch room.

Section 19.9

An employee who is unable to report for work will notify his/her immediate supervisor. If a substitute is to be provided, the supervisor will provide for the substitute.

Section 19.10

If during the life of the contract a member believes his/her classification should be changed, he/she must notify the Association President by November 1 or by April 1 to

participate in either of the two yearly Classification Conferences. This notice must include an explanation of all additional duties/responsibilities required beyond the current job description. The member must notify everyone who holds the same position that a request has been made. Upon receipt of the notice, the Association President will arrange for a Classification Conference to review the request. If a Supervisor believes a member's classification should be changed, the supervisor will notify the Superintendent or deisgnee to arrange for a Classification Conference. The member or representatives of a group of members can make a presentation at the Classification Conference. The Board and Association shall appoint an equal number of representatives to be present at the Classification Conference. Only changes in classifications or FTE status mutually agreed to by both parties will be implemented.

ARTICLE 20 - EMPLOYEE EVALUATION

Section 20.1

All monitoring or observation of the work performance of an employee will be conducted openly and with the full knowledge of the employee. Electronic monitoring devices will be used only with the consent of the employee.

Section 20.2

Every employee will, during regular business hours, be permitted to review all files dealing with his/her employment. Every employee has the right to have an Association representative present while reviewing his/her files. It is understood that all evaluations hereinafter placed in an employee's personnel file will be dated and signed by the author. A copy of all evaluations thus entered into an employee's personnel file will be furnished to the individual evaluated.

Employee evaluations, reprimands, warnings, and directives may be challenged by the employees and, if it is found to be false, it will be removed from the employee's personnel files. However, such challenge must be made within six (6) months of the insertion of the item into the employee's personnel files.

A copy of all material hereinafter inserted in an employee's personnel files will continue to be furnished to the employee and is subject to challenge as previously stated in this section.

An employee has the right to prepare a written response to the enclosed material. The response will be attached to the objectionable material.

Section 20.3

Evaluations will be conducted by the employee's supervisor.

Section 20.4

After no later than eighty (80) calendar days of employment, a formal written evaluation report will be furnished to all probationary employees covering the period of employment. The Superintendent or designee will receive a copy of the signed evaluation.

Section 20.5

Employees will be evaluated prior to the end of their work year. The formal written evaluation report will be furnished to non-probationary employees covering the current school year. The Superintendent or designee will receive a copy of the signed evaluation report.

Section 20.6

If an employee is not provided the evaluation report in the time limit set forth in Sections 20.4 and 20.5 above, it will be considered as being evidence that the employee's performance is above average.

Section 20.7

A post-evaluation conference with the employee being evaluated, in order to review the evaluation will be held by the administrator prior to the submission of the evaluation report to the superintendent or designee. At this meeting the administrator and the employee being evaluated may, at their option, have one representative (Association representative and/or administrator) in attendance. The request for representation will be honored within twenty-four (24) hours or on the next scheduled work day. This time limitation may be mutually waived. Prior to the post-evaluation conference, the employee will have had opportunity to review his/her evaluation report.

Section 20.8

If the District is going to recommend the termination of an employee, said employee and the Association will be notified in writing of the recommendation and reasons for same. This notification will be sent early enough to permit a meeting of the District and the employee to be scheduled (if the employee so requests), at least ten (10) days prior to formal action being taken by the Board.

Section 20.9

Nothing herein will be construed to limit the administrator's right to include evidence or other documents of his/her choosing which are relevant to the evaluation.

Section 20.10

Any evaluation, reprimand, or disciplinary action record not conducted as outlined in this agreement will be removed from the employee's files and not used for any purpose.

Section 20.11

The evaluation form used will be approved by the District and Association. Any further changes will be by agreement between the District and Association.

ARTICLE 21 - DURATION

This agreement will be effective as of July 1, 2009, and will continue to be in effect until the 30th day of June, 2010. This Agreement will not be extended orally and it is expressly understood that it will expire on the date indicated. If neither party gives written notice to the other of a desire to reopen this agreement at least ninety (90) days prior to the expiration date, this agreement will automatically be extended for one (1) additional year.

ARTICLE 22 - SIGNATURES

FOR THE DISTRICT

President of the Board of Education

Cynthia Tischer

Superintendent of Schools

George Heitsch, PhD

FOR THE ASSOCIATION

President

Kathy Guerrero

Executive Director

James F. Munroe

AAES BARGAINING TEAM

Phyllis Fairbairn
Kathy Guerrero
Sara Russ
James F. Munroe

ASD BARGAINING TEAM

George Heitsch
John Petitto

PAY GRADE CLASSIFICATION LISTING

Job Title	Classification	Work Year
SECRETARY, DIRECTOR OF SPECIAL SERVICES	I	52
SECRETARY, HR/CHIEF FINANCIAL OFFICER	I	52
INFO SYSTEMS TECH	I	52
SECRETARY, ADMINISTRATIVE OFFICES	I	52
SECRETARY, PAYROLL	I	52
SECRETARY, ACCOUNTS PAYABLE	I	52
SECRETARY, CHIEF ACADEMIC OFFICER/ELC	I	52
SECRETARY, HIGH SCHOOL	II	52
SECRETARY, DIR COMM ED	II	52
CLERK, ACCOUNTING	II	52
SECRETARY, HS GUIDANCE	II	52
SECRETARY, PUPIL ACCOUNTING/ENROLLMENT	II	52
SECRETARY, UPPER ELE PRIN	II	44
SECRETARY, HS FINANCIAL & FACILITIES	II	44
SECRETARY, M S PRINCIPAL	II	44
SECRETARY, ELE PRINCIPAL	II	44
SECRETARY, COUNSELING (MS/UPPER EL)	II	44
SECRETARY, DISTRICTWIDE FACILITIES RENTAL	II	52
SECRETARY, ATHLETIC DIR	II	48
SECRETARY, HS ATTENDANCE	II	44
SECRETARY, ALTERNATIVE EDUCATION	II	44
CLERK, PERSONNEL	III	52
SECRETARY, M S ASST. PRIN	III	44
CLERK, FINANCE	IV	52
CLERK/RECEPTIONIST, GENERAL COMM ED	V	44/52
CLERK/RECEPTIONIST, BKPR COMM ED	V	44/52
CLERK/RECEPTIONIST, BOARD OFFICE	V	44/52
PART-TIME OFFICE ASSISTANT		44/52

APPENDIX A - SALARY SCHEDULE

Step	Level 1 52 weeks	Level II 52 weeks	Level II 48 weeks	Level II 44 weeks	Level III 52 weeks	Level III 48 weeks	Level III 44 weeks	Level IV 52 weeks	Level IV 48 weeks	Level IV 44 weeks	Level V 52 weeks	Level V 48 weeks	Level V 44 weeks	Part-time
0	33,115	29,580	26,736	24,461	29,078	26,281	24,046	27,977	25,287	23,136	27,062	24,461	22,379	10.16
1	35,988	32,301	29,193	26,708	31,614	28,574	26,143	30,419	27,495	25,154	29,427	26,597	24,334	11.05
2	38,456	34,361	31,056	28,413	33,650	30,412	27,824	32,072	28,988	26,522	31,106	28,114	25,722	11.81
3	40,924	36,523	33,012	30,203	35,736	32,299	29,550	33,752	30,506	27,910	32,784	29,631	27,110	12.5
4	43,365	38,660	34,943	31,970	37,821	34,184	31,275	35,429	32,023	29,298	34,463	31,149	28,498	13.31
5	45,832	40,847	36,917	33,776	39,982	36,138	33,062	37,109	33,541	30,685	36,142	32,667	29,887	
6	48,275	42,959	38,827	35,522	42,042	38,000	34,766	38,813	35,079	32,095	37,821	34,184	31,275	
7	50,741	45,094	40,758	37,289	44,128	39,884	36,490	41,306	37,335	34,156	40,060	36,209	33,126	

44 weeks is defined as 215 days
 48 weeks is defined as 235 days
 52 weeks is defined as 260 days

APPENDIX B - LONGEVITY SCHEDULE

Avondale secretaries who are covered by the terms of this Agreement will be entitled to longevity pay according to the following schedule:

A.	After ten (10) years of service:	\$727
B.	After fifteen (15) years of service:	\$1016
C.	After twenty (20) years of service:	\$1474
D.	After twenty-five (25) years of service	\$1881

Longevity is capped at twenty-five (25) years of service and will be paid in a lump sum on the first payroll after the employee's anniversary date of hire. If the Employee terminates employment before his/her anniversary date, the longevity payment will be paid on a prorated basis.

APPENDIX C - OFFICE ASSISTANT

Special Conditions: This is a part-time job. Preference will be given to former Avondale co-op students. There is no guarantee that such positions will always be filled. At no time will there be more than three (3) Office Assistants employed in the District. Job Description is on file.

Salary See Appendix A.

Benefits: Holiday Pay

To qualify for holidays, the employee must work during the week before the holiday, and at least one day in the week after the holiday. Holidays will be paid at the employee's hourly rate times the average daily hours worked during the previous two (2) weeks.

APPENDIX D MESSA CHOICES

	In-Network	Out-of-Network
■ Deductible Maximum <i>(per calendar year)</i> Applies to all services except preventive care and prescription drugs	\$100 per person / \$200 per family	\$250 per person / \$500 per family
■ Out-of-pocket Maximum <i>(per calendar year)</i> Excludes deductibles, flat-dollar co-payments, charges above the approved amount, charges for services covered under the plan	None - due to minimal copayments and 100% not coverage for most services	\$2,000 individual / \$4,000 family
■ Lifetime Benefit Maximum	Unlimited	Unlimited
Type of Service	In-Network Provider <i>(after deductible)</i>	Out-of-Network Provider <i>(after deductible)</i>
Office Visits	\$10 co-payment	80% of the approved amount
Prescription Drug Coverage (mail order available)	\$10 Generic / \$20 Brand co-payment	75%, minus the co-payment
Inpatient Hospital		
■ Semi-private room and board <i>(includes supplies and services)</i>	100%	80% of the approved amount
■ Physician charges		
Surgical Services <i>Includes : surgeon, assistant surgeon and anesthesiologist charges</i>	100%	80% of the approved amount
Hospital Emergency Room (ER) <i>Co-payment waived if admitted or due to accidental injury</i>	\$50 co-payment	\$50 co-payment
■ Hospital Charges		
■ ER Physician Charges	100%	80% of the approved amount
Urgent Care <i>Co-payment waived if services are required to treat a medical emergency or accidental injury</i>	\$25 co-payment	80% of the approved amount
Preventive Care		
■ Well baby and well child care visits:		
<ul style="list-style-type: none"> ◦ 6 visits from birth through 12 months ◦ 6 visits from 13 months through 23 months ◦ 2 visits from 24 months through 35 months ◦ 2 visits from 36 months through 47 months ◦ 1 visit per birth year for children 48 months through age 15 	100% No deductible	Not Covered <i>(except for mammograms)</i>
■ Childhood and Adult Immunizations - As recommended by the Advisory Committee on Immunization Practices and the American Academy of Pediatrics	<i>(Adult Immunizations are covered)</i>	
■ Cancer Screenings		
■ Health Maintenance Exams - age 16 through adult, 1 per calendar year		

Type of Service	In-Network Provider (after deductible)	Out-of-Network Provider (after deductible)
Chiropractic Services including Modalities Up to 38 visits (combination of in-network and out-of-network visits) per calendar year	100%	80% of the approved amount
Diagnostic Lab & X-Ray	100%	80% of the approved amount
Radiation & Chemotherapy	100%	80% of the approved amount
Allergy Testing & Therapy	100%	80% of the approved amount
Additional Covered Services		
■ Medical Supplies and Equipment		
■ Ambulance		
■ Hearing Care (plan limits apply)	100%	100% of the approved amount
■ Skilled Nursing Facility		In-network deductible applies
■ Hospice		when there is no network for services
■ Home Health Care		
■ Human Organ Transplant - when authorized and performed at an approved facility (plan limits apply)		
Mental Health and Substance Abuse		
Outpatient Care		
■ Mental health care	90% when authorized	50% of the approved amount
■ Substance abuse treatment	by case manager	30 visit limit per (calendar year),
includes in-network visits		
Inpatient Care		
■ Pre-authorization required	100%	70% of the approved amount
Outpatient Physical and Speech Therapy		
Up to a combined benefit maximum of 60 visits per member		
per calendar year, whether obtained from an in-network or	100%	80% of the approved amount
out-of-network provider		
Additional Benefits for You		
Life Insurance - \$5,000		
Accidental Death & Dismemberment Insurance (AD&D) \$5,000	Life and AD&D insurance may be continued following termination of employment by direct payment to MESSA. AD&D terminates at age 65 or when employment terminates, whichever happens last. Life and AD&D insurance underwritten by Life Insurance Company of North America.	

APPENDIX E
GRIEVANCE FORM

GRIEVANCE NUMBER _____

AVONDALE SCHOOL DISTRICT
GRIEVANCE FORM

--	--

NAME DATE FILED

BUILDING POSITION

IMMEDIATE SUPERVISOR

CONTRACT CITATION SECTION(S)

--

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

SIGNATURE OF GRIEVANT: _____ DATE _____

DISTRIBUTION:
PERSONNEL DEPARTMENT
SUPERVISOR
GRIEVANT
ASSOCIATION

GRIEVANCE NUMBER _____

AVONDALE SCHOOL DISTRICT
ADMINISTRATIVE DISPOSITION FORM

--

NAME	DATE FILED
BUILDING	POSITION
GRIEVANCE LEVEL	DATE RESPONSE GIVEN

--

GRIEVANCE DETERMINATION:

SIGNATURE OF ADMINISTRATOR: _____ DATE _____

DISTRIBUTION:
PERSONNEL DEPARTMENT
SUPERVISOR
GRIEVANT
ASSOCIATION

1995

GRIEVANCE NUMBER _____

**AVONDALE SCHOOL DISTRICT
GRIEVANCE APPEAL FORM**

THIS GRIEVANCE DISPOSITION HAS BEEN REVIEWED AND THE DECISION AT LEVEL ____ BEING
APPEALED TO LEVEL _____

NAME:

DATE FILED:

BUILDING:

POSITION:

IMMEDIATE SUPERVISOR:

CONTRACT CITATION:

SECTION(S):

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

SIGNATURE OF GRIEVANT OR
ASSOCIATION

REPRESENTATIVE: _____ DATE _____

DISTRIBUTION:

PERSONNEL DEPARTMENT

SUPERVISOR

GRIEVANT

ASSOCIATION

GRIEVANCE NUMBER _____

**AVONDALE SCHOOL DISTRICT
GRIEVANCE RESOLUTION FORM**

THIS GRIEVANCE DISPOSITION HAS BEEN REVIEWED AND THE DECISION AT LEVEL ____ BEING
APPEALED TO LEVEL _____

NAME:

DATE FILED:

BUILDING:

POSITION:

IMMEDIATE SUPERVISOR:

CONTRACT CITATION:

SECTION(S):

THIS GRIEVANCE DISPOSITION HAS BEEN REVIEWED AND THE DECISION AT LEVEL ____ IS
ACCEPTED. THIS GRIEVANCE IS RESOLVED AS STATED AT LEVEL ____ DISPOSITION WITH THE
FOLLOWING CONDITIONS:

SIGNATURE OF GRIEVANT OR
ASSOCIATION

REPRESENTATIVE: _____ DATE _____

DISTRIBUTION:

PERSONNEL DEPARTMENT

SUPERVISOR

GRIEVANT

ASSOCIATION

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