

AGREEMENT

between

**Board of Education
School District of
The City of Harper Woods**

and

Harper Woods Public Schools Secretaries

**AFSCME, AFL-CIO
COUNCIL 25, LOCAL 1884**

July 1, 2013 – June 30, 2017

AGREEMENT.....	1
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - DISTRICT RIGHTS.....	3
ARTICLE 3 - NO STRIKE CLAUSE	2
ARTICLE 4 - AGENCY SHOP	5
ARTICLE 5 - UNION AND MEMBERS RIGHTS.....	4
ARTICLE 6 - SENIORITY	6
ARTICLE 7 - DISCIPLINE OF NON PROBATIONARY EMPLOYEES	4
ARTICLE 8 - GRIEVANCE PROCEDURE.....	5
ARTICLE 9 - WORK SCHEDULE	6
ARTICLE 10 - VACANCIES AND TRANSFERS.....	6
ARTICLE 11 - UNPAID LEAVES	9
ARTICLE 12 - SICK LEAVE.....	7
ARTICLE 13 - FUNERAL LEAVE	8
ARTICLE 14 - HOLIDAYS	8
ARTICLE 15 - VACATION.....	8
ARTICLE 16 - INSURANCE COVERAGE.....	9
ARTICLE 17 - RETIREMENT	10
ARTICLE 18 - PHYSICAL EXAMINATIONS	13
ARTICLE 19 - MILEAGE	10
ARTICLE 20 - BULLETIN BOARDS	10
ARTICLE 21 - EVALUATION	10
ARTICLE 22 - SEVERABILITY	11
ARTICLE 23 - ENTIRE AGREEMENT	11
ARTICLE 24 - DURATION.....	14
SCHEDULE A - WAGE SCHEDULE	12
SCHEDULE B – LONGEVITY	12

AGREEMENT

This master Agreement entered into between the Board of Education of the Harper Woods School District and/or designee, hereinafter referred to as the "District" and Local 1884 affiliated with Michigan AFSCME Council 25, AFL-CIO, hereinafter referred to as the "Union."

The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the recognition clause and references to the masculine gender shall include female employees.

ARTICLE 1 - RECOGNITION

- A. The District hereby recognizes the Union as the exclusive representative for all full-time and regularly scheduled part-time secretaries, excluding Central Office personnel, volunteers, substitutes and all other employees.

Further excluded from the terms and conditions of the Agreement are temporary hourly help not employed on a regular basis. Temporary shall be defined as persons employed to meet seasonal needs or to fill employment demands of a particular temporary situation. Temporary employees shall not be used to permanently replace or displace bargaining unit employees.

- B. "Substitutes" shall be defined as a person scheduled to work in the absence of a regular employee on a leave of absence (paid or unpaid) including vacation and during the period of time required to post and fill vacancies.
- C. Incidental work performed by administrators or supervisors resembling duties and responsibilities of bargaining unit members shall not be construed as bargaining unit work for the purposes of this Agreement.
- D. Nothing contained herein shall be construed to deny or restrict any employee or the Board rights either may have under the Michigan General School Laws and applicable state statutes. The rights granted to either hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 2 - DISTRICT RIGHTS

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

- A. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
- B. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
- D. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including physical conditions.
- G. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
- K. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE 3 - NO STRIKE CLAUSE

- A. The Union and District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in this or any other school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action up to and including discharge.
- B. The District agrees it will not lock out employees during the term of this agreement. This provision shall not be construed to prohibit the District from sending employees home during a strike by another labor group or by the Union and/or certain of its members in violation of section A.

ARTICLE 4 - AGENCY SHOP

- A. Any employee who is a member of the Union, or who has applied for membership, shall sign and deliver to the Board an assignment authorizing the deduction of professional dues in the Union, the amount of which shall be established by the Union. Pursuant to such authorization the Board shall deduct such dues. Such sums deducted as dues or as a Representation Benefit Fee, subject to Subparagraph B hereof, shall be remitted not less frequently than monthly to the Union, accompanied by a list of employees from whom the deductions have been made.
- B.
1. Any bargaining unit member who is not a member of the Union in good standing or who does not make application for membership within ninety (90) days from the first day of active employment or immediately following the end of the probationary as defined in Article 6 of this Agreement shall, as a condition of employment, pay a Representation Fee to the Union, as established by the Union. The Representation Fee shall not exceed the amount of the Union dues collected from Union members. The bargaining unit member will authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Representation Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Union, deduct the Representation Fee from the bargaining unit member's wages and remit same to the Union.
 2. Due to certain requirement established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
 3. The employer agrees to deduct from the wages of an employee, who is a member of the Union, a PEOPLE deduction as provided for in a written authorization form provided by the Union and executed by the employee. Authorization for such a deduction must be renewed at least once in every calendar year and may be revoked by the employee at any time by giving written notice to the employer.
 - a. Any such deductions shall be forwarded to the Union, together with a list of the names from whom such deductions are made and the amounts deducted at the same time as it remits Union dues and/or Representation Fees as provided for in Section A of this Article.
 4. The Union shall hold the Board harmless for any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the Union shall have the right to compromise claims, which may arise under this save harmless clause.
 5. Should a court of competent jurisdiction rule that the mandatory deduction of the Representation Benefit Fee is contrary to law, the Board shall not be required to implement Section B.1. above.
 6. Should the indemnification provision set forth above be declared unenforceable or void by a court of competent jurisdiction, Section B.1. above shall immediately be considered inoperative.
 7. Should the execution of this contract result in the diminishment of revenues the district receives, including ineligibility to receive supplemental funding such as "best practices" or "performance grants" the provisions of Article 4, including clause 4,B,4 shall apply to the Board, its designated agent, and the district

itself. Further, should the provisions of Article 4 result in diminished revenues for the district including the inability to qualify for enhancement revenues, the provisions of Article 4,B,1 shall become immediately null and void.

ARTICLE 5 - UNION AND MEMBER RIGHTS

The facilities and equipment of the District shall be available to the Union in accordance with Board policy.

ARTICLE 6 - SENIORITY

- A. Seniority shall be defined as the length of continuous service to the district from the employee's last date of hire. Seniority shall not accrue while on layoff and unpaid leave as provided in Article 11.

Employees working four or more hours per day shall receive full seniority credit. Employees working less than four hours per day shall receive half credit.

Employees working 185 days or more in a year shall receive a full year of seniority credit. Employees working less than 185 days shall be credited with the actual number of days worked in that year.

Employees having equal seniority within a classification shall be placed on the seniority list in accordance with the following:

1. Employees having the earlier starting date of work within the bargaining unit shall be considered as having more seniority.
 2. In the event two or more employees share the same starting date of work within the bargaining unit, relative placement on the seniority list shall be determined by lottery.
- B. All newly hired employees shall serve a ninety (90) calendar day probationary period. There shall be no seniority granted to probationary employees, however, upon successful completion of the probationary period, the employee's seniority date shall reflect the employee's initial date of hire as a regular employee.
- C. In the event a probationary employee is absent, the probationary period shall be extended accordingly. Probationary employees are subject to discipline and dismissal at the discretion of the district and shall have no recourse through the grievance procedure.

ARTICLE 7 - DISCIPLINE OF NON-PROBATIONARY EMPLOYEES

- A. Non-probationary employees will not be disciplined or discharged without just cause. Confirmation of discipline or discharge will be issued in writing stating the reasons for the action. A copy of the written statement will be provided to the Union representative when time off or discharge is involved.
- B. An appeal regarding disciplinary action will be submitted to Level Two of the grievance procedure within five (5) work days.
- C. No student, parental, or school personnel complaint originating after initial employment will be the basis for discipline unless the employee has been informed of the complaint. An employee may submit a written notation or reply regarding any written complaint put in the employee's file, and the same shall be attached to the file copy of the material in question.

ARTICLE 8 - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this contract.

The discipline and discharge of probationary employees shall not be the basis of any grievance filed under the procedure outlined in this Article.

- B. The Union shall designate one Union representative to handle grievances at Level 1.
- C. The term "days" as used herein shall mean business days on which Central Office is open.
- D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall contain a synopsis of the facts giving rise to the alleged violation;
3. It shall cite the section or subsections of this contract alleged to have been violated;
4. It shall contain the date of the alleged violation;
5. It shall specify the relief requested;
6. Date(s) of Level One conference and summary of the outcome of such conference.

Any written grievance not in accordance with the above requirements will be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. Level One - An employee alleging a violation of the express provisions of this contract shall within five (5) days of its occurrence or knowledge of its occurrence orally discuss the grievance with his immediate supervisor in an attempt to resolve same. The Union representative may be present during these discussions if requested by the grievant.

If no resolution is obtained within five (5) days of the discussion, the Union representative, if in agreement with the grievant, shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Union representative to discuss the grievance. A representative from Council 25 AFSCME may also attend. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, and the Union representative.

Level Three - In the event the Union is not satisfied with the disposition of the grievance at Level Two, the Union must provide written notice of intent to submit the grievance to arbitration within fifteen (15) days after the receipt of the decision in Level Two.

After receipt of a notice of intent to arbitrate, representatives of the District and Union shall meet in an attempt to agree on an arbitrator. If the parties are unable to mutually agree on an arbitrator within twenty (20) days, then the Union may, within ten (10) days thereafter, submit the matter to the Michigan Employment Relations Commission or American Arbitration Association requesting that an arbitrator be selected with their assistance and under their rules. All arbitral proceedings shall be conducted in accordance with the rules established by the American Arbitration Association.

The arbitrator shall have no power to:

1. Rule on an issue previously barred from the scope of the grievance procedures.
 2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
 3. Establish wage schedules.
 4. Rule on an issue involving employee evaluation.
 5. Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g., Wage and Hour, E.E.O., M.E.R.C., etc.).
 6. Rule on any matter involving the discipline or discharge of a probationary employee.
- F. There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Union, the Board and on all parties.
- G. No decision of the arbitrator in any one case shall require retroactive adjustment in any other case.
- H. The expenses of the arbitration proceedings shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations except as agreed by the parties. In such instances employees will suffer no loss of pay.
- J. The time limits provided in this Article shall be strictly observed. Failure to appeal a grievance timely to the next step shall be deemed acceptance of the Board's last response. Failure to respond shall give the Union the right to appeal to the next step. Time limits may be extended by mutual agreement in writing.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder prior to the expiration of this agreement may be processed through the grievance procedure until resolution.

ARTICLE 9 - WORK SCHEDULE

The assignment and work schedule of each employee shall be determined by the Administration. Prior to reducing the hours and/or days of employees, the Board shall consult with the Union.

Overtime pay will be paid for at time and one half rates only after an excess of 40 hours are worked in a work week, unless that workweek includes a holiday recognized within the contract. In these instances, employees will be credited with 8 work hours that day which will be tabulated toward the 40 hour workweek. Sunday will be paid at time and one half rates only after an excess of 40 hours are worked in a work week.

The following is the regular Monday-Friday 40 hour work week, including the 30 minute duty free lunch period.

	Start	Finish
Beacon	7:42 am	4:12 pm
Tyrone	7:35 am	4:05 pm
HS/MS	7:15 am	3:45 pm
SSC	7:30 am	4:00 pm

Management has the authority to add additional time to the secretary's schedule four times a week for an extended workday, which is in addition to the regular 40-hour workweek and will be paid at 1.5 times the pay rate per article 9 of the contract.

If management chooses to revise and/or add additional time to the aforementioned regular 40 hour work week, management shall prepare and provide members of this bargaining unit with written notification indicating the changes in the start and/or finish times of each work day. Further, management shall provide such notification two weeks in advance.

Secretaries shall be able to use accumulated comp time on professional development days at their discretion.

ARTICLE 10 - VACANCIES AND TRANSFERS

- A. A vacancy shall be defined as a newly created position which increases the number of positions within a classification or an unfilled position which the Board decides will be filled. The District shall post vacancies within the bargaining unit at all work sites. Interested personnel shall apply in writing within ten (10) work days from the published date of the vacancy notice.
- B. The most highly qualified applicant for a particular vacancy will be selected by the District. However, when qualifications of both internal and external applicants are equal, the internal applicant with the most seniority will be granted the position.

A successful internal applicant will be placed on a sixty (60) calendar day trial period in the new position. During the trial period, the employee may elect to return to his/her former position or the employer may place the employee in their former position. During the trial period, the employee's former position may at the District's option be filled with substitutes, temporary employees or students.

Any individual granted a position under this Article or electing to return to his/her former position under the terms of Section B shall be prohibited from applying for another position for a period of twelve (12) months from the effective date of assignment in the posted position. This prohibition shall not apply in instances where the position would constitute an increase in compensation for the affected employee.

- C. The reassignment of bargaining unit personnel granted a position may be postponed at the District's option. In such instances, substitutes will be utilized to temporarily fill the position and the reason for the delay shall be communicated to the Union. However, the bargaining unit member will receive the wage for the new position from the date the Board appoints the employee to the position.
- D. The District shall send to employees not actively employed in the summer notice of vacancies.

ARTICLE 11 - UNPAID LEAVES

- A. Any employee interested in applying for an unpaid leave of absence (including unpaid days off) must submit a written application to the Superintendent which includes the requested beginning and ending date of the leave and the purpose for requesting the leave.
- B. It is expressly understood the right to grant or reject a leave request rests solely with the Board of Education, or should the Board elect, with the Superintendent.
- C. During an authorized leave of absence, the District reserves the right to fill the position of the absent regular employee with a substitute. Upon expiration of the leave, the employee will be returned to his/her original position, if the leave is for one (1) calendar year or less
- D. Seniority and salary schedule credit shall not accrue during unpaid leaves of absence.
- E. An employee may request an early termination of leave. Such requests shall be reviewed by the superintendent and, if granted, shall be with the intent of causing minimal disruption to the district.
- F. Unpaid leave time under this Article shall count toward the provisions of the Family and Medical Leave Act, if applicable.

ARTICLE 12 - SICK LEAVE

- A. Full time employees scheduled to work at least eight (8) hours per day ten (10) months per year shall receive ten (10) days of sick leave per year. Full time employees scheduled to work at least eight (8) hours per day and less than ten (10) months per year shall receive six (6) days sick leave per year. Part time employees working less than eight (8) but more than four (4) hours per day and less than ten (10) months shall receive a prorated amount of sick leave.
- B. Sick leave is time off work due to personal illness and will be paid at the employee's regular rate of pay for the scheduled hours of work absent in a minimum of one (1) hour increments. The Board reserves the right to require medical verification for any absence from work before sick leave is paid.
- C. The employee may use three (3) days of the sick leave days as business leave days. Business leave days must be taken in one (1) hour increments. The employee must request the time off stating reasons therefore at least forty-eight (48) hours in advance; in emergencies less notice may be accepted. A business day is for conducting business the employee could not schedule during off duty hours. Business days are not for extending holidays, vacations and/or weekends.
- D. Any unused sick leave available at the end of any contract year shall be accrued into a sick bank. Employees are allowed to accumulate unlimited days in the sick bank and may use those days for a legitimate illness. However, no days in the sick bank may be used for business leave days.

ARTICLE 13 - FUNERAL LEAVE

An employee will be allowed up to three (3) days of funeral leave to attend the funeral of a member of the employee's immediate family. Immediate family shall be defined as spouse, son, daughter, brother, sister, grandparents, grandchildren, either spouse's parents.

One (1) day of funeral leave will be granted to attend the funeral of an aunt, uncle, niece, nephew, brother-in-law, and sister-in-law.

ARTICLE 14 - HOLIDAYS

- A. Employees covered by this agreement shall receive the following holidays provided they occur within the employee's scheduled work year.

July 4 th	Day before or after Christmas *
Labor Day	New Year's Day
Thanksgiving Day	Day Before or After New Year's Day *
Day after Thanksgiving	Good Friday (if not during Spring Break)
Christmas Day	Memorial Day

* The Board shall select the date for the observance of the day before or after Christmas and New Year's Days.

- B. Holidays will be paid at the employee's regular rate of pay for their regular scheduled hours of work. If an employee would not have been scheduled to work on the day the holiday is observed, the employee shall not be eligible for holiday pay.
- C. Employees must work all of their scheduled hours the last day preceding and the first day following a holiday in order to be eligible for holiday pay.

ARTICLE 15 - VACATION

- A. Employees shall receive pay over the Christmas Break.*
- B. Employees shall receive pay over the Winter Break.*
- C. Employees shall receive pay over the Spring Break.*
- D. All vacation time other than A, B, and C above must be scheduled during the month of July. School offices are closed during the month of July of each year. All secretaries will take their paid vacation (if applicable) during July. In addition, all secretaries will receive three days of supplemental "summer pay" during the month of July. All other time during the month of July will be considered unpaid.

*In the event that regularly scheduled breaks are increased, both parties will meet to negotiate their status.

ARTICLE 16 - INSURANCE COVERAGE

- A. The Board shall pay the premium for a hospitalization plan, equivalent to a PPO plan detailed in Appendix A for all full time employees working at least eight (8) hours per day and at least ten (10) months per year. The Board of Education may, after notifying the Union, select an alternate health care carrier, provided the coverage is equal to or better than the present MESSA coverage in effect January 1, 2010 subject to a \$5,000,000 lifetime cap.
- B. A "Hard Cap" (PA 54) will be imposed on health care costs beginning in 13/14.
 - o Care Premiums above the "hard cap" amounts established by the state will be the responsibility of the member.
 - o Health Such "member contributions" shall be "smoothed" using the formula below:
 - The amount the membership is responsible for shall be totaled.
 - For each member, their premium contribution will be divided by this total. This will determine the percentage each member is responsible for paying.
 - That percentage will be multiplied by the total premium amount the membership is responsible for.
 - This shall represent the amount each member will be responsible for paying toward their health care premium.
- C. Full time employees working eight (8) hours per day less than ten (10) months shall receive prorated benefits based on the proportion of full-time employment. Insurance coverage for school year employees will be for twelve (12) months provided however the employee must have a reasonable expectation of returning in the following school year in order to receive benefits during the summer.
- D. The Board shall pay the premium for a dental coverage plan, equivalent to the coverage detailed in Appendix A for all full time employees working at least eight (8) hours per day and at least ten (10) months per year. Full time employees working eight (8) hours per day less than ten (10) months shall receive prorated benefits based on the proportion of full time employment. Insurance coverage for school year employees will be for twelve (12) months provided however the employee must have a reasonable expectation of returning in the following school year in order to receive benefits during the summer
- E. The Board shall pay the premium for a vision coverage plan to be equivalent to the detailed in Appendix A for all full time employees working at least eight (8) hours per day and at least ten (10) months per year. Full time employees working eight (8) hours per day less than ten (10) months shall receive prorated benefits based on the proportion of full time employment. Insurance coverage for school year employees will be for twelve (12) months provided however the employee must have a reasonable expectation of returning in the following school year in order to receive benefits during the summer.
- F. The Board shall pay the premium for a life insurance policy in the amount of sixty-thousand dollars (\$60,000) for the employee only. Such insurance protection shall be paid to the secretary's designated beneficiary.
- G. The board shall pay the premium for a short-term disability plan, for all full time employees working at least eight (8) hours per day and at least ten (10) months per year. The plan will allow for disability pay at seventy percent (70%) of basic weekly earnings after a seven (7) day elimination period for a maximum benefit period of fifty-two (52) weeks. Full time employees working eight (8) hours per day less than ten (10) months shall receive prorated benefits based on the proportion of full time employment. Insurance coverage for school year employees will be for twelve (12) months provided however the employee must have a reasonable expectation of returning in the following school year in order to receive benefits during the summer.
- H. Nothing contained herein shall be construed to restrict the board from seeking alternative coverage from either the same or another provider.
- I. Either party to this agreement may issue a notification of their intent to re-open the current collective bargaining agreement for wage and benefits only if:

1. The costs to the employer for employee health benefits and retirement contributions for members increase collectively 10% over the prior year costs; or if a 10% decrease in the number of students enrolled in the District, based upon the official 4th Wednesday blended count, and/or a \$200 decrease in the level of the foundation allowance in a single fiscal year, which results in a reduction in state funding. The District must notify the Association in writing of its intentions to re-open the current collective bargaining agreement for wage and benefits only and said negotiations must begin within 30 days of this notification.
2. A 10% increase in number of students enrolled in the District, based upon the official 4th Wednesday blended count, and/or a \$200 increase in the level of the foundation allowance in a single fiscal year, which results in an increase in state funding. The association must notify the District in writing of its intention to re-open the current collective bargaining agreement for wage and benefits only and said negotiations must begin within 30 days of this notification.

ARTICLE 17 - RETIREMENT

- A. The Board agrees to comply with the requirements of the Michigan Public School Employees Retirement System (MPSERS).
- B. Upon retirement from the District, employees with over 20 days accrued in the sick bank, shall receive an additional one-time payment equivalent to the following schedule:
 1. For accumulated sick days in excess of nineteen (19) but fewer than forty (40), the employee will be paid 15% of the current daily rate for all accrued days;
 2. For accumulated sick days in excess of thirty-nine (39) but fewer than sixty (60), the employee will be paid 25% of the current daily rate for all accrued days;
 3. For accumulated sick days in excess of fifty-nine (59), the employee will be paid 35% of the current daily rate for all accrued days.
- C. Personal Business/Sick Leave days accumulated for payout upon separation of employment would be paid only upon retirement under MPSERS. For accumulated sick days in excess of 20 days but no more than days accumulated at June 30, 2013 for each employee, payout for employee's who separate from the District under this contract will be as in Article 17,B. For all other members who remain with the District after June 30, 2013, the payout rate will remain at current levels with a cap of 65 days.
- D. No personal business/sick pay payout for new employees hired after July 1, 2009.
- E. Upon retirement from the District, employees shall receive a lump sum payment in the amount of one-hundred twenty-five dollars (\$125.00) per full year of service to the District.

ARTICLE 18 - PHYSICAL EXAMINATIONS

The Board agrees to reimburse employees for required physical examinations to the extent not paid for by insurance coverage.

ARTICLE 19 - MILEAGE

The Board agrees to reimburse employees for authorized use of their personal automobile on school business at the Board approved rate.

ARTICLE 20 - BULLETIN BOARDS

The Union shall be provided bulletin board space on which it may post information regarding Union business and Union social events.

ARTICLE 21 - EVALUATION

Each non-probationary employee shall be evaluated at least once every two (2) years. The evaluation process and form will be made available to the employee prior to the evaluation. A copy of the completed evaluation shall be provided to the bargaining unit member and a copy shall be placed and retained in the bargaining unit member's personnel file. Employees shall be required to sign their evaluation; however, such signature shall only acknowledge receipt of the evaluation not agreement with it.

ARTICLE 22 - SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder. It is further agreed that within twenty (20) calendar days of notification of a final and binding determination of such illegality, the parties will commence negotiations for a new agreement with respect to the provision determined to be illegal.

ARTICLE 23 - ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 24 - DURATION

All articles of this Agreement shall be effective upon ratification by the District and shall remain in effect for 2011/12, 2012/13, 2013/14, 2014/15, 2015/16, 2016/17. Either party may serve notice to terminate or amend this Agreement by giving written notice to the other party on or before May 1, 2017.

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail.

If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one year, unless and until written notice of termination is given on or before March 1, on any subsequent contract anniversary date.

SCHEDULE A - WAGE SCHEDULE
 Secretarial Schedule

	2012/2013	2013/14	2014/15	2015/16	2016/17
Status	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Probationary Rate	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Employees hired after 1/1/01	\$13.65	\$14.06	\$14.06	\$14.27*	\$14.27
Employees hired after 8/1/94	\$18.68	\$18.96	\$18.96	\$19.25*	\$19.25
Employees hired prior to 8/1/94	\$20.85	\$21.17	\$21.17	\$21.48*	\$21.48

Specific Language relative to the wage scale:

1. Tier I (those hired before 8/1/94) and Tier II (those hired after 8/1/94 and before 1/1/01) will receive a 1.5% wage increase (on schedule) in 13/14, Tier III (those hired after 1/1/01) will receive a 3% (on schedule) wage increase in 13/14.
2. Tier I, Tier II and Tier III members will receive a 1.5% "on schedule" wage increase in 15/16*, if and only if, the district's 14/15 audit establishes that the district's fund balance grew by an amount equal to \$200,000 or more during the 14/15 fiscal year.
3. Should the district's audit at any point reflect a negative fund balance and/or should the district be required to file a deficit elimination plan, an immediate 12% reduction in all wage scales will be implemented. This revised wage scale would remain in effect until such time as the district has an audit that does not reflect a negative fund balance, at which time wages would be renegotiated.

SCHEDULE B – LONGEVITY

Employees hired before 7/1/09 shall qualify for longevity payments according to the following schedule:

Years of Service	Additional Stipend
5 to 9 years	\$600.00
10 to 14 years	\$750.00
15 to 19 years	\$900.00
20 years and over	\$1,000.00

In Witness Whereof, the parties have executed this Agreement.

For the Board of Education

For AFSCME Local 1884

Date:

For AFSCME Council 25

Date: