

MASTER AGREEMENT

between the

RIVERVIEW BOARD OF EDUCATION

and the

**RIVERVIEW SCHOOL DISTRICT
SECRETARIES,
AFSCME COUNCIL 25, LOCAL 1590**

September 1, 2011

through

June 30, 2014

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AGREEMENT

THIS AGREEMENT effective the 1st day of September, 2011 between the RIVERVIEW COMMUNITY SCHOOL DISTRICT, WAYNE COUNTY, MICHIGAN, hereinafter referred to as "Employer", and THE RIVERVIEW SCHOOL DISTRICT SECRETARIES, Local 1590 of the American Federation of State, County and Municipal Employees International Union (AFSCME) AFL-CIO, CLC, Council 25, hereinafter referred to as the "Union".

ARTICLE I

PURPOSE AND INTENT

It is the general purpose of this Agreement to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the Employees, the Union and the Community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees. All parties to this Agreement recognize and subscribe to the principle that the interests of the students and the citizens of the School District are significant, and neither the Employer nor the Employees can maintain community respect in the absence of excellent and dependable service.

ARTICLE 2

RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, the Employer does hereby recognize the Union as the exclusive representative of all secretarial and clerical employees of the Riverview Community Schools, excluding substitutes, part-time help, student help, all personnel in other bargaining units, paraprofessionals, supervisors, executive secretary to the superintendent, the payroll specialist and the accounting assistant, for the purpose of collective bargaining with respect to wages, hours, and conditions of employment.
- B. All provisions of this Agreement shall be applied impartially and/or fairly to all employees within the bargaining unit.
- C. Bargaining unit positions or work will not be transferred to non-union secretarial positions except by mutual consent.
- D. Members of the bargaining unit are hereinafter referred to as "employees" or "secretaries".
- E. The Employer will not aid, promote or finance any labor group or organization purporting to represent employees in the unit set forth in Article 2 which purports to

engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3

UNION SECURITY

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee as designated by the Union.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit except employees serving an initial probationary period shall not be required to join the Union or pay a service fee until the successful completion of the first ninety (90) days of actual work.
- D. Employees of the bargaining unit that are represented by the Union shall be deemed to be in compliance with this Union Security Clause if they are not more than sixty (60) days in arrears in payment of membership dues or the sum equivalent to membership dues as a charge for representation services.
- E. The Employer shall be notified in writing by the Union of any employees in the bargaining unit that are represented by the Union who are sixty (60) days in arrears in payments of membership dues, or the sum equivalent.
- F. If, in accordance with the above sections, an employee is discharged by the employer upon written request of the Union, and it is subsequently determined that such discharge was improper, the Union will indemnify the Employer against any claim, charge, litigation, or any expense incurred or liability required to be paid by the Employer on account of a termination or refusal of reinstatement pursuant to the written request of the Union.

ARTICLE 4

PROBATIONARY PERIOD

The probationary period shall be ninety (90) days of actual work for all new employees.

If more than one employee commences work on the same day, the seniority position advantage shall go to the employee with the longer workday. If workdays are the same, the seniority position advantage shall go to the employee with the lowest social security number taken as a nine-digit number. Completion dates of probationary periods are not a factor.

ARTICLE 5

UNION DUES AND INITIATION FEES

- A. Upon filing with the Employer a written request authorizing dues/fees deductions, either utilizing the Local 1590, AFSCME Council 25 membership form authorizing dues deductions or the service fee form set forth in Schedule F signed by the individual employee, the Employer will, pursuant to its terms, during the term of this Agreement, deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of such employee.

Check-off deduction shall be deducted from the pays of the employee in the month immediately following execution and filing of the authorization for the deduction and from the pays of the employee in each month thereafter.

Deductions for any calendar month shall be remitted electronically to AFSCME Council 25, Secretary Treasurer whose written designation has been filed with the Business Office, as soon as possible after the second pay date of the month. An employee shall cease to be subject to check-off deductions beginning the month immediately following the month in which she is no longer a member of the bargaining unit.

The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

- B. The Union shall indemnify and hold the Employer harmless against any claims, demands, suits and other forms of liability that may arise by reason of the Employer's complying with these provisions.
- C. When an increase is voted by the membership of the Union, the Treasurer will send to the payroll office the amount of dues to be deducted from each pay of each individual and the effective date of the new deduction. The effective date may not be the next payday.

ARTICLE 6

REPRESENTATION

- A. The employees shall have the opportunity to be represented by the Riverview School District Secretaries Chapter Chair, Steward and/or the AFSCME Council Representative in meetings with District administration.
- B. The Union shall notify the employer, in writing, as to who the designated officers are as soon as possible after their election, selection or appointment.

ARTICLE 7

SPECIAL CONFERENCES

- A. For the purposes of improving employer-employee relationships, special conferences may be called. It is understood by the parties, however, that the special conference is not to be construed or utilized as a grievance or "gripe" session. It is to be utilized solely as a constructive basis for important matters of common concern, such as safety, procedure, work or productivity suggestions, school district and community affairs and/or contract interpretation and is not to be considered as negotiations.
- B. Special conferences for important matters will be held at times mutually convenient for the Chapter Chair and staff representative or designee and the Superintendent or his designated representative. Such special conferences shall be held within a reasonable period of time and shall be between at least two representatives of the Employer and two representatives of the Union. Arrangements for special conferences shall be made in advance and a written agenda of the important matters to be taken up and the names of the employees to be present at the meeting shall be presented at the time the conference is requested. However, this provision is not intended to exclude employees from attending who are not scheduled to work. Matters taken up at special conferences shall be confined to those included in the agenda unless, upon mutual agreement, other items may be discussed. If a special conference is held during working hours, those employees who are members of the Union and who attend such a conference shall not lose time or pay. Conferences may be attended by a representative of AFSCME International Union, Council 25.

ARTICLE 8

GRIEVANCE AND ARBITRATION

- A. A grievance is defined as a complaint by any member or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. The grievance and arbitration procedure shall not be applicable where the district is without authority to take the action sought or required to remedy a complaint where the matter

complained of is not covered by this Agreement excluding past practices under this Agreement.

- B. Nothing contained herein will be construed as limiting the right of any employee having a problem to discuss the matter informally with her immediate supervisor and having the problem adjusted, provided however, that any individual employee at any time may present grievances to her employer and have the grievances adjusted without intervention of the bargaining representative if the adjustment is not inconsistent with the terms of this Agreement and so long as the bargaining representative has been given an opportunity to be present at such adjustment.
- C. The time limits in this Article shall be strictly observed and may be extended only by written agreement of the parties. In the event the District fails to answer within the time limits provided in any step of the grievance procedure, the grievance will be deemed to be denied and the grievant may automatically go to the next step within the time limits set forth. In the event the Union or grievant shall fail to timely file a grievance or follow the time limits set forth in this Article, the grievance will be considered dropped.

Working days are defined as all Mondays through Fridays except those days that are official holidays for all employees and in which all employees are off work at the same time. For twelve-month employees, the same language as in the preceding sentence will apply to them as a group.

- D. All grievances shall set forth specifically the act or condition or conditions and the grounds on which the grievance is based. The grievance shall start at level of occurrence. A grievance cannot be altered after it has been filed, but may be amended if there is a material change in circumstances after it has been filed.

STEP I. An employee with a grievance will first discuss it with her immediate supervisor or principal with the objective of resolving the matter informally. The employee may involve a Union representative at this time and all subsequent steps and must invoke Step I within ten (10) working days of the alleged action or first knowledge of a violation. The conference, if requested, must be scheduled within five (5) working days from the date of the request. The immediate supervisor or principal is not required to respond in writing at this level on a formal grievance form but may by letter or memo respond in writing if he/she so desires. Any response by the immediate supervisor or building principal must be within five (5) working days following the conference day with a copy to the grievant and the Union Chapter Chair or Steward.

STEP II. In the event the aggrieved employee is not satisfied with the disposition of her grievance at Step I, she shall, within ten (10) working days after the response is received or due, file the grievance in writing on the form set forth in Schedule F with her immediate supervisor or building principal. In the event that an employee has more than one immediate supervisor, a grievance may be filed with one of the supervisors where the alleged grievable action has taken place. She will not be required to file other grievances on the same situation with other supervisors.

Within five (5) working days of the receipt of the grievance, the immediate supervisor or building principal shall hold a conference with the individual signing the grievance. This conference is in addition to the original conference held under Step I. A copy of the written response shall go to the grievant and to the Union Chapter Chair or Steward within five (5) working days following the conference.

STEP III. In the event the aggrieved employee is not satisfied with the disposition of the grievance at Step II or at the end of the time to answer (whichever is applicable), she shall submit, within five (5) working days, the grievance to the Superintendent or his designee.

Within five (5) working days after receipt of the grievance, the Superintendent or his designee shall hold a conference with the grievant and/or her representative. The Superintendent or his designee shall render a decision in writing within five (5) working days following the conference and shall furnish a copy to the grievant and the Union Chapter Chair or Steward.

STEP IV. In the event the Union is not satisfied with the action of the Superintendent, the Union shall, within ten (10) working days, submit a letter to the Superintendent informing him of the Union's intent to go to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator within forty-five (45) working days of receipt of the letter of intent to arbitrate, the parties shall submit the matter to the American Arbitration Association in accordance with its rules, which shall govern the arbitration proceedings. In no event shall an arbitrator be empowered to modify, detract from or alter the provisions of this Agreement, or to arbitrate policies or practices of the Board (excluding past practices under the contract) not covered by this Agreement. The decision of the arbitrator shall be in writing and shall cover only the issues in dispute.

The Board and the Union shall not be permitted to assert in the arbitration proceedings any claim or to rely on any evidence not previously disclosed to the other party if it has been requested.

The arbitrator so selected shall hear the matter promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearing or, if applicable, from the date the final briefs, statements or proofs are submitted to him. The arbitrator's decision on grievances shall be in writing and shall be binding on all parties, and shall set forth his findings of fact, reasoning and conclusions on the issue submitted.

The cost for the services of the arbitrator including expenses, if any, shall be borne equally by the Board and the Union.

E. Before commencing the investigation of any grievance, the Chapter Chair or Steward shall get permission of her supervisor. Such permission shall not be unreasonably withheld. In the event the Chapter Chair or Steward must use work time to investigate a grievance, she shall do it as expeditiously and with as little interruption of work as possible and she shall notify her supervisor at the time of her return to work.

- F. The parties agree that all meetings held between the Local Union and the Board or its designated representative shall be open to a representative of AFSCME Council 25.
- G. The Union Chapter Chair or Steward, the aggrieved, and subpoenaed witnesses shall be allowed to attend arbitration hearings scheduled during the workday without loss of pay.

ARTICLE 9

STRIKES AND LOCKOUTS

- A. During the term of this Agreement, the Union agrees that it or the employees shall not authorize, sanction, condone, participate or acquiesce in any strike as defined in Michigan Public Act No. 336, as amended by Public Act No. 379. Strikes shall also be defined to include slowdowns, stoppages, sit-ins, boycotts, concerted action due to alleged illness, or interference of any kind what so ever with the operations at any of the facilities of the Riverview Community School District.
- B. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:
 - 1. Delivering immediately to the Employer a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and
 - 2. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement; and
 - 3. If an employee or employees do not need such notice to cease and desist and fail to return to work within a 36 hour period of such notice, they may be subject to disciplinary action up to and inclusive of discharge.
- C. There shall be no liability for damages on the part of the Union if it promptly and reasonably takes such action as indicated herein.
- D. No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 10

DISCIPLINE

- A. The employer shall discipline an employee for any reason that is not arbitrary or capricious. Normal disciplinary action shall include the following progressive action plan:

STEP I. When initially disciplining an employee, an oral warning, designated as such, must be given to the employee within five (5) days of occurrence or first knowledge of occurrence, with Union representation present upon the request of the disciplined employee. An oral warning, designated as such, may be affirmed by written confirmation in the employee's personnel file, with a copy to the employee and the Union.

STEP II. When the same type of complaint or infraction occurs for the second time, an employee will have the matter discussed with her supervisor within five (5) working days of occurrence or first knowledge of occurrence, with written confirmation to follow within five (5) working days of the discussion.

STEP III. With the third instance of the same type, an employee will be given a three (3) days suspension without pay with a written confirmation provided in her file.

STEP IV. When an employee who receives an oral and two written notices on the same complaint or infraction is involved in a fourth complaint of the same nature, she may be subject to disciplinary action up to and inclusive of discharge under Article 11, Suspension and Discharge, items A, B, C and D.

- B. Should it be necessary to reprimand any employee, the reprimand shall be given so it will not cause any embarrassment to the employee before other employees or the public.
- C. In the case of a serious complaint (such as insubordination, theft, use of alcohol or unlawful drugs on the job, conviction of a major crime, fighting, immoral behavior, gambling or harmful conduct) the above steps may be waived at the sole discretion of the District and the employee may be given a longer suspension without pay or be subject to discharge under Article 11, Suspension and Discharge, items A, B, C and D.
- D. All employees are entitled to Union representation at all steps.
- E. The employer may modify disciplinary action except that the severity of the disciplinary action shall not be increased, but may be lessened.
- F. Any written discipline under this Article shall be given to the employee with a copy to the Chapter Chair or Steward. Any disciplinary action shall remain in the employee's file for not more than one (1) year.

ARTICLE 11
SUSPENSION AND DISCHARGE
SECTION 1. SENIORITY EMPLOYEES

- A. The employer shall suspend or discharge any employee for any reason that is not arbitrary or capricious. The employee and the Union Chapter Chair or Steward will be notified in writing that the employee has been suspended or discharged.
- B. The Union shall have the right to take up the suspension or discharge at the Third Step and continue it throughout the grievance procedure.
- C. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment unless an arbitrator or a court decides to the contrary.
- D. The suspended or discharged employee will be allowed to discuss her suspension with the Union Chapter Chair or Steward, and the Employer will make available an area where she may do so before she is required to leave the Employer's property.
- E. A special conference shall be held when suspension or discharge occurs.
- F. The employee shall retain all fringe benefits while on suspension, subject to limitations set forth elsewhere in this agreement.

SECTION 2. PROBATIONARY EMPLOYEES

During the probationary period, an employee may be subject to discharge, without cause, by the District and without recourse through the grievance procedure. The District will inform the employee of the action prior to the employee being required to leave the premises of the Employer.

ARTICLE 12
SENIORITY

- A. Seniority is defined as cumulative service credit as an employee. Seniority begins at date of hire and accrues during active employment, compensated absences, and all leaves except discretionary leaves of more than one (1) month. Seniority remains unchanged during layoffs and discretionary leaves of more than one (1) month. Seniority, along with employment rights under this agreement is lost upon termination or upon employment by the Riverview Community School District in a position outside the bargaining unit.
- B. The administration shall provide the Union Chapter Chair or Steward with an updated copy of the seniority list shortly after July 1 of each year. The seniority list is set forth in Schedule B, indicating each individual's name, employment date and seniority date.

ARTICLE 13

LAYOFFS

- A. The word "layoff" means a reduction in the work force due to a decrease of work, decrease in operating funds, or insufficient funds to continue District programs. Layoffs, as applied here, shall not mean the normal and routine cessation of secretarial services during non-school days and school vacations.
- B. In the event of a layoff, the more senior employees shall be retained, provided they have the ability and qualifications to perform the remaining job and received at least an effective rating on their last annual evaluation. The last employee hired shall be laid off first, provided that probationary employees cannot be retained while regular employees are laid off.
- C. Notice shall be given to the affected employee and the Union Chapter Chair or Steward at least two weeks prior to layoff.
- D. Employees hired before July 1, 1988 shall be eligible for recall for a period of time equal to their seniority.
- E. Employees hired after July 1, 1988 shall be eligible for recall for a two (2) year period of time.

ARTICLE 14.

RECALL PROCEDURE

When the work force is increased after a layoff, the employees shall be recalled in the reverse order of layoff and to an available position, provided the senior employee has the ability and qualifications to perform the job. Notice of recall shall be sent, in writing, to the employee at her last known address, by certified mail with a copy to the Union Chapter Chair. Within seventy-two (72) hours after receipt of the recall notice, the employee shall notify the employer in writing of her intention to return to work and within five (5) days after receipt of the recall notice, she shall return to work. If the employee is currently employed and required to give notice to her current employer, the employee shall notify the District, in writing within seventy-two (72) hours of her intention to return to work at Riverview, and shall return to work within ten (10) working days from the date the notice of intent to return to work is given to the District.

If an employee is physically unable to return to work (with said physical inability being determined pursuant to Article 25), the employee must still respond to the recall notice within seventy-two (72) hours and inform her employer of her physical inability to work, and the employee may then apply for a leave of absence pursuant to Article 19, Paragraph A. The

District may then use a substitute to fill the vacancy. If the person does respond within the prescribed period and is physically unable to work, she shall not be denied the right to work when her condition permits, so long as she returns to the position when she is physically able, and returns upon the expiration of any leave, or returns early if the Board permits.

An employee, regular or those on leave or layoff, is required to update the Employer periodically in writing of any change in address or telephone number. The Employer will send the recall notice to the address that is on file at the time that a position is available.

Failure of an employee to respond to the recall notice in writing and/or report to work will automatically terminate the person's employment and the employer will so notify the Union Chapter Chair or Steward in writing.

ARTICLE 15

BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at her regular rate, exclusive of overtime, subject to the law of mitigation.

ARTICLE 16

SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be considered in effect when signed by the Union Chapter Chair and the District Superintendent.

ARTICLE 17

FILLING OF VACANCIES

- A. VACANCY DETERMINATION AND FILLING. In the event a member of the bargaining unit leaves her position, the administration will first determine whether the need exists to maintain the same number of bargaining unit positions.
1. Should administration determine that the same number of positions will remain but that a change in one or more of the existing positions is desirable, Article 18, Section A will be implemented.
 2. Should administration determine to reduce the number of positions in the bargaining unit and that a change in one or more of the remaining positions is desirable, Article 18, Section A will be implemented.

3. Should administration determine that the vacated position is to be filled, notice of such decision shall be sent to the Union Chapter Chair or Steward and the procedures set forth below will be implemented.

When a vacancy determination has been made, the open position shall be posted for a period of five (5) days, with the first day commencing on the date of the posting. The posting shall include the job description and the qualifications for the position. The posting shall be sent to each bargaining unit member at her present assignment, with a copy to the Union Chapter Chair or Steward.

Should an opening exist during the summer or other vacation periods, administration may, at its discretion, elect to delay the posting procedures until bargaining unit members have returned to their assigned work schedule. If administration determines to fill a position during the summer or other vacation period, the posting shall be mailed to each bargaining unit member at the address provided to the administration and the position shall remain open for fourteen (14) days, with the first day commencing on the date of the mailing.

Interested secretaries shall submit a letter of interest by 4:00 p.m. of the fifth (5th) or fourteenth (14th) day, whichever is applicable.

Administration will review all letters of interest for the posted position to determine if they meet the requirements of the posting. It is expected that the qualifications for the position posted will be uniformly applied to all candidates for the position. Whenever possible, the position will be awarded to the most senior qualified employee, as determined by administration, who has expressed interest in the position.

- B. The first forty-five (45) work days in a new position is considered a trial period. During this period the administration will assist the employee in adapting to the new assignment and will provide progress reports. If, after the trial period, the administration determines that the employee is unable to perform the duties of the new assignment, the employee shall be returned to her previous position. The employee will be returned to her previous position during the trial period if the administration can demonstrate that continuation in the position would be disruptive to the operation of the school district or if the employee requests such return. A substitute may be used in the vacated position during the trial period.
- C. If a present position within the bargaining unit is discontinued, the employee working in that position shall be able to bump the lowest seniority employee within the unit, provided she is qualified and has the necessary job skills to perform the duties.
- D. All positions listed in Schedule A are considered to be in the same classification with respect to movement from one position to another.

ARTICLE 18

NEW POSITIONS AND/OR SPECIALIZED TRAINING

- A. When administration determines the need exists to create a new position or modify existing positions, the Union will be notified and the wages, hours and working conditions shall be subject to negotiations. The administration will promptly provide the Union with the job description and qualifications for the new or modified positions. The administration may fill the new or modified positions during the negotiations following Article 17 provisions on posting and filling positions, and, after negotiations have been completed, wages shall be retroactive. This section shall apply to full-time or part-time positions.

- B. If present positions require specialized training to operate new equipment, said training shall be made available to the secretary holding the position. The training shall be for a reasonable time period and every effort will be made to have it taken during the normal workday with release time being provided. In the event the secretary does not learn the operation of the new equipment within a reasonable time period as recognized by reputable training institutions, the Employer has fulfilled its obligation and the employee is subject to reassignment to another position, provided she is qualified and has sufficient seniority to hold a position.

ARTICLE 19

LEAVES OF ABSENCE

- A. FAMILY AND MEDICAL LEAVE ACT OF 1993. The Board shall comply with the 1993 Family and Medical Leave Act.

Employees with at least one full year of service and at least 1,250 hours of work in the previous July 1 to June 30 school fiscal year are entitled to unpaid leave of up to 12 weeks in any one July 1 to June 30 school year period for the birth/adoption of a child, for serious personal or family health reasons, or to address qualifying exigencies for a spouse, child or parent on active duty in the military. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take the FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable-generally, either the same or next business day.

Leaves may be continuous or intermittent with the agreement of the employee and the Superintendent. Benefits shall continue during the leave upon payment of appropriate contributions.

Leaves will run concurrently with any and all other collective bargained approved leaves. Upon conclusion of the leave, the employee shall be returned to the same position or an equivalent position. If the employee does not return as scheduled, termination from the position may result.

The Superintendent reserves all rights to require proper documentation of all leaves under the Act and this policy.

- B. MEDICAL LEAVE. Upon request, an employee may be granted a medical leave/extensions for circumstances not covered by a disability leave. Requests for medical leave must be accompanied by medical information confirming the illness or disability. The medical leave or extensions shall be for not more than ninety (90) days. The Board may require an examination by the District's designated physician at the time the medical leave/extensions is requested or at any time during the leave. During the medical leave, individuals will continue to be covered by insurance benefits but shall not receive sick days, vacation/personal days and longevity payment.
- C. DISABILITY LEAVE. Upon request, and after complying with the requirements of the insurance carrier, an employee shall be granted a disability leave. The starting and ending date shall be governed by a physician's statement and the Board reserves the right to request a certification statement from the individual's physician and/or have its own physician examine and certify an individual's capability to return to work. Pregnancy will be treated as any other disability. Upon such certification by either the individual's physician or the Board's physician, the individual will return to work within five (5) work days after the district has received the certification statement.

Failure of the employee to return to work at the stated time shall automatically terminate employment. During the disability period, individuals will continue to be covered by hospitalization and life insurance, but shall not receive other benefits or sick days, vacation/personal days, or longevity payment. Disability pay shall be pursuant to Article 26, Paragraphs F and G. Administration will inform an individual on disability leave of the benefits to which they are eligible and those they do not have.

An individual who elects to use sick days to cover the pregnancy period may do so but cannot have a disability leave concurrently. An individual may apply for a disability leave after delivery and/or after using available sick days. All provisions applying to a disability leave would then apply, except for the 60 day advanced application period.

- D. CHILDCARE LEAVE. Upon request, an employee shall be granted a child care leave/extension following delivery or adoption of a child. Childcare leaves or extensions shall be for not more than one (1) year.

- E. PERSONAL DEVELOPMENT LEAVE. An employee with a minimum of one (1) year's service may be granted a leave of absence, not to exceed one (1) month in a school year for educational purposes, for attending conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skills or knowledge with reference to her work or position. Such leave, however, shall be limited to no more than three (3) employees per school year.
- F. UNION BUSINESS LEAVE. An officer or designee of the Union selected by the Union to participate in Union business, conferences, seminars or conventions may be granted, at the Board's discretion, a leave at the request of the Union, provided at least two (2) weeks notice is given. A leave for such Union activity shall not exceed one (1) month; nor shall more than three (3) such leaves, for the total membership, be granted during a school year.
- G. DISCRETIONARY LEAVES. All other types of leaves of absence may be granted with the consent of the Employer. However, in formulating the answer, consideration will be carefully given to individual situations and every effort will be made to be consistent and fair in judgment.
- H. MILITARY LEAVE. Any employee serving in the United States Armed Forces shall, upon termination of such services, be offered re-employment as set forth in Michigan Public Act No. 45 of the Public Acts of 1943, provided the employee has received an honorable discharge and is still qualified and competent to perform the work and duties required on a job.
- I. GENERAL LEAVE PROVISIONS.
1. A request for a leave of absence shall be submitted in writing by the employee to the Superintendent and shall state the reason for the leave. Requests for medical leave or disability leave shall specify the starting date and estimated date of return. All other leaves shall specify the starting date and date of return.
 2. The written response to a request for a leave of absence shall be promptly provided to the employee by the administration.
 3. No leave of absence shall be granted for less than one (1) week. Emergency time-off, without pay, for a short period of time may be granted under extenuating circumstances.
 4. All leaves of absence are without pay from the District. Benefits, sick days, vacation/personal days, and longevity payment are not provided unless specified.
 5. Any benefit provided for any leave is subject to the limitations of the insurance carrier and such limitations may either indicate that the individual on leave is ineligible for the benefit, eligible for reduced benefits, or eligible for full or reduced benefits for a limited period of time.

6. Effective July 1, 1990 seniority accrues during all leaves of absence, except discretionary leaves of more than one (1) month, but is not granted retroactively.
7. An employee may return to work prior to expiration of a leave of absence provided the employee gives the Employer at least three (3) days notice of her desire to return and the Employer gives its consent to the request for an early return.
8. At the end of a leave of two hundred seventy (270) calendar days or less, the employee shall be returned to her previous position. For a leave of more than two hundred seventy (270) calendar days, the employee shall be returned to the position held by the least senior employee. If a vacancy exists at this same time, the returning individual will obtain a position utilizing Article 17.
9. Before filling a leave vacancy, the District may utilize a substitute secretary to fill any opening due to leaves for up to two hundred seventy (270) calendar days. Upon reaching the two-hundred seventy (270) day point, Article 17 will be followed to fill the position.
10. Any employee granted a leave of absence for one (1) month or more shall notify the Employer of her intent to return to work within five (5) days of the expiration date of the leave of absence, unless specifically stated to the contrary in the above leave provisions.
11. Failure to return to work on the scheduled return date may result in termination, unless the employee has been granted or is entitled to another leave or extension.
12. Calendar days herein only refer to the period of time from the first work day in August to the last work day in June for all school year employees. For all full year employees, calendar days refer to all days from July 1 through June 30.

ARTICLE 20

BULLETIN BOARDS

- A. The Employer shall provide space on bulletin boards in each building. This space will be reserved and limited to:
 1. Notice of Union meetings.
 2. Notices of Union elections and their results, where said notice pertains to the Union.
 3. Notices of Union recreational and social events.

- B. The Union agrees on behalf of its membership that it will not destroy, mutilate, or deface materials placed on bulletin boards by the Employer. No political material may be placed upon the bulletin board.

ARTICLE 21

JURY DUTY

- A. Any employee who is summoned for jury duty examination and investigation must notify the personnel office within twenty-four (24) hours of receipt of such notice. If an employee is summoned and reports for jury duty, she shall be paid the difference between the amount she receives as a juror and her normal week's pay, provided she makes herself available for work within her regular work schedule when not occupied with jury duty.

Employees shall report for duty on those days of the week when, by rule or custom, no jury trials are conducted. If an employee is required to sit on a jury panel, said employee shall not be required to report for work on those days she sits on such.

- B. To be eligible for the jury duty pay differential, the employee must furnish the Employer with a written statement from the appropriate public official listing the dates she received pay for jury duty or a copy of the actual check(s) showing the amounts received. Any employee found abusing this privilege shall not be entitled to the pay differential. The District will not pay for any expenses associated with jury duty and the employee will retain any expense monies provided by the court.

ARTICLE 22

SAFETY

- A. The Employer shall maintain reasonable safety precautions at all times. Under no circumstances will an employee be required or assigned to work involving dangerous equipment, or work in violation of an applicable statute, court ordered or governmental regulation relating to safety of person or equipment.
- B. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such report shall be made on a suitable form furnished by the Employer. The Employer shall not require an employee to use equipment that has been reported as being in an unsafe operating condition until it has been repaired, reviewed or approved as being safe.
- C. Secretarial employees are to comply with Act. No. 154, Public Acts of 1974, Michigan Occupational and Safety and Health Act with particular reference to Section 12 which states: "An employee shall not remove, displace, damage, destroy or carry off a safeguard furnished or provided for use in a place of employment, or interfere in any way

with the use thereof by any person and Section 28 which deals with procedures for notification of alleged violations."

With respect to Section 28, employees shall inform their building principal of any alleged violations prior to complying with this section and shall notify the building principal regarding any reporting of alleged violations pursuant to the Act. Employees' responsibility for safety shall include but not be limited to:

1. Promote and teach safety.
 2. Observe prescribed safe work practices.
 3. Report all accident, injuries and hazards in writing to her supervisor.
 4. Use protective devices and safety equipment.
 5. Institute and carry out daily inspection and reporting procedures.
- D. When there is a question as to whether the equipment is or is not in a safe operating condition, the building principal shall forthwith review the equipment, situation and condition in a meaningful attempt to rectify the alleged unsafe condition. If an employee fails to report a known defect, she may be subject to disciplinary action.
- E. If no consideration is received by the Union Chapter Chair or Steward, she shall forthwith take the matter up with the Superintendent. During such time the employee shall not be required to operate such equipment if it represents a danger to her health or safety. However, if it is found that the employee's allegation is not justified such employee may be subject to disciplinary action.
- F. No employee shall be asked to perform any work or dangerous act involving, for example, checking bomb scares, high voltage lines, etc., that normally takes trained personnel to handle.
- G. There will be bell hookup to telephone for emergency calls after 4:30 p.m. in all buildings. When a bell hookup is not available, the P.A. panel will be made available to the Union to amplify ringing of the phone. There will be no bell hookup or P.A. in the bus garage.
- H. All safety equipment will be furnished by the District and, when issued to an employee, the employee will be responsible for the safety equipment and will utilize this safety equipment whenever it is necessary.

ARTICLE 23

RETIREMENT

Employees shall retire on their 70th birthday and it shall be considered as a mandatory date unless prohibited by law.

RETIREMENT SEVERANCE: During the life of this Agreement, all employees with ten (10) years seniority whose retirement request has been formally approved by the Board of Education and who qualify under the Michigan Public Schools Employees Retirement Fund for retirement benefits, shall be paid a retirement severance consisting of ten (10) weeks pay at the hourly rate of \$12.00 per hour.

ARTICLE 24

REGULAR WORK WEEK

- A. The regular work week shall consist of a permanent assignment of five consecutive days, Monday through Friday.
- B. The workday shall consist of a minimum of seven (7) hours and a maximum of eight (8) hours.
- C. The regular work week shall consist of a minimum of thirty-five (35) hours and a maximum of forty (40) hours in any five-day period.
- D. Schedule of hours for the secretarial employees will consist of a schedule of summer hours and hours when school is in session for ten (10) month employees and twelve (12) month employees. The above refers only to the starting and quitting times of their daily work hours.

The work schedule for secretarial employees will consist of the teachers' work calendar, commencing with teachers' first scheduled work day, plus two weeks before and two weeks after for high school and middle school; and two weeks before and one week after for elementary school. At no time shall the school year for ten month employees extend past June 30th except by mutual consent by the Union and the Employer.

- E. Employees shall be allowed a one hour non-paid lunch period and a 15-minute break in the morning and in the afternoon.
- F. All hours worked beyond 37.5 hours up to and including 40 hours per week shall be compensated at the employee's regular hourly rate of pay. All hours worked over 40 hours per week are considered overtime and shall be compensated in wages at the rate of one and one-half hours compensation per hour of overtime.

- G. Secretarial employees who are requested to work during the summer months or during regularly scheduled vacation periods will be reimbursed in wages at their regular hourly rate of pay. Secretarial employees who are required to work on any Saturday, not a holiday, shall be compensated in wages at the rate of one and one-half hours compensation per hour worked. Secretarial employees who are required to work on an official holiday or Sunday shall be compensated in wages at the rate of double time.

ARTICLE 25

MEDICAL EXAMINATIONS

If an initial health examination for employment is required by the Employer, the examination will be paid by the Employer. The health examination will be conducted by a physician designated by the District. Health examinations required thereafter shall be scheduled and paid by the Employer. In the event the school physician determines an employee is not physically capable of performing her work and the employee's physician makes a determination to the contrary, the parties shall agree upon a third physician to conduct a physical examination and determine the employee's physical capabilities. The cost of such physician shall be shared equally by the parties.

A chest x-ray or TB test report shall be filed with the Employer on or before September 1st or, when required by law, as a condition of continued employment. Failure to file the report by the designated dates will result in suspension without pay and possible further disciplinary action. The cost of said x-rays or TB test shall be paid by the employee.

ARTICLE 26

HOSPITALIZATION, DENTAL, VISION, LIFE INSURANCE, SHORT-TERM DISABILITY, LONG-TERM DISABILITY AND WORKERS' COMPENSATION

A. GENERAL

1. The Board shall pay the cost of the following insurance coverages for each eligible employee and her eligible dependents upon written application. The insurance coverage shall be no less than as stated in the Master Agreement. Coverages shall be administered under the rules and regulations of the underwriter.
2. The employee shall report additions/deletions of dependents or changes in coverage status in a timely fashion to the payroll office.
3. All insurance benefits outlined in this article shall run from July 1 through June 30, except for individuals who resign their positions prior to August 31 or go on any leave which does not call for the continuation of insurance benefits. These

individuals shall have their insurance terminated at the end of the month they terminate or go on leave, subject to the provisions of COBRA (Comprehensive Omnibus Budget Reconciliation Act). Provisions of this paragraph relating to health insurance shall be continued to the extent permitted by the insurance carriers.

4. Benefits shall be paid at the time and in the manner established by the insurance carrier, underwriter and/or agency. The employee shall be responsible to complete all forms, provide all requested information, comply with all requests for treatment and cooperate with all requests for physicals, tests, x-rays, check-ups, etc., that may be requested of the employee at no cost to the employee.
5. Any person returning from a leave or being recalled from layoff shall have the insurance benefits shown in Article 26 resume on the first day of the month following their resumption of work.

B. HOSPITALIZATION & MEDICAL INSURANCE:

1. The Board shall pay 90% of the cost of coverage comparable to Community Blue PPO, and 90% of the cost of the premium for prescription drug coverage for the first two years of this collective bargaining agreement. The Board shall pay 85% of the cost of coverage comparable to Community Blue PPO, and 85% of the cost of the premium for prescription drug coverage for the final year of this collective bargaining agreement.

Co-pay for generic will be ten dollars (\$10.00) and forty dollars (\$40.00) for no generic and brand name drug prescriptions.

2. The Board's responsibility is limited to providing information on rates and summaries of benefits. The Board assumes no responsibility for the difference in coverage which exists between various optional plans available. It is the responsibility of the individual to check and compare insurance coverages and to select the plan and rate which best meets their needs.
3. If allowed by law, all persons retiring on or after September 1, 1979, and eligible for retirement under the Michigan State Retirement Plan shall be reimbursed, by the Board, for that part of the "self" portion of the Michigan Retirement Master Health Care Plan not paid by the retirement system and/or Medicare. Reimbursement will be made in six (6) month intervals upon the employee submitting retirement pay stubs showing the amount paid by the retiree from her "self" portion. This benefit is not available for any collective bargaining unit member hired after September 1, 2011.
4. If allowed by the insurance carrier and offered by the District, an employee may elect not to receive the health insurance provided herein, and in lieu thereof, may receive an annual cash payment of fifteen hundred (\$1,500.00) dollars per year.

The annual cash payment is subject to required withholding taxes. Upon receipt of the cash payment an employee may take advantage of the Internal Revenue Code which provides favorable tax treatment with respect to premiums paid by the employer for existing Board authorized annuity program during the month of September following the September 1 – August 31 year in which the health insurance is not taken, and deferred compensation plans which it purchases for its employees. The annuity payment is subject to FICA withholding prior to the annuity purchase.

During any year, the employee may elect to resume, subject to the carrier/underwriter limitations, the health insurance coverage, but if the employee so elects, the annual cash payment is forfeited in its entirety for that year. If an employee elects to reapply for health insurance during the school year, the date of coverage will be subject to the requirements of the insurance carrier.

C. DENTAL INSURANCE: The Board will provide coverage equivalent to Delta Dental Plan E with Orthodontic Rider 07. This plan calls for coverage of 80% of Class I Benefits - Basic Dental Services; 80% of Class II Benefits - Prosthodontic Dental Services; and 80% of Class III Benefits - Orthodontic Dental Services. The maximum benefit is \$1,000 per person total per contract year on Class I and II Benefits and \$800 Lifetime maximum per eligible person for Class III Benefits.

D. VISION INSURANCE: The Board will provide the following vision benefits and retain the right to determine the carrier and to change the carrier at the Board's discretion.

- | | |
|---------------------|--|
| 1. Examination | 90% of customary and reasonable charges. |
| 2. Regular Lenses | 90% of customary and reasonable charges. |
| 3. Bi-focal Lenses | 90% of customary and reasonable charges. |
| 4. Tri-focal Lenses | 90% of customary and reasonable charges. |
| 5. Frame Charges | 90% of customary and reasonable charges. |
| 6. Contact Lenses | 90% of customary and reasonable charges if medically necessary and, if not medically necessary, \$40 per lens. |

Examinations, frames and one (1) set of corrective lenses (regular glasses, prescription sunglasses, or contact lenses) will be provided once in a 12 month policy year.

E. LIFE INSURANCE: The Board retains the right to determine the carrier of the group term life and to change carriers at the Board's discretion. The group insurance plan shall provide each eligible employee \$35,000 group term life insurance to age 70: with the appropriate carrier-required changes made for the age 70-75 and 75 and over individuals, with an equal amount of accidental death and dismemberment insurance. As provided by the insurance plan, employees have a 31 day conversion right upon termination of employment. An employee electing her right of conversion must, in order to keep her life insurance in force, contact the insurance carrier and pay the appropriate premium within 31 days of her last day of employment.

- F. SHORT-TERM DISABILITY INSURANCE: The Board shall pay 90% of the premium to purchase, for each eligible employee, short-term disability insurance which shall provide for, under its terms and conditions, the benefits stated below. Individuals may be eligible for these short-term disability benefits in the event they qualify under the terms set forth. It shall be the individual's responsibility to determine if they qualify by contacting the insurance company and completing the necessary forms and providing, at their own expense, the necessary information.

The Board reserves the right to determine the carrier and/or provide the stated coverages on an alternative basis of its own choosing.

1. ELIGIBILITY: All employees who regularly work a minimum of 37.5 hours per week are eligible, subject to the terms and conditions set forth in the policy.
2. BENEFIT PERIOD: The benefits shall commence on the 22nd calendar day of the total disability and continue, provided the employee maintains eligibility, until at least the age of 65 or until ten (10) weeks for any one period of disability has been completed, whichever occurs first, for both injury and sickness. The date of the initial instance of disability shall be determined by a qualified physician and the insurance company reserves the right to have a physician of its own choosing or that of the district determine whether a disability exists and, if so, when it has ended. This decision shall be final and not subject to any grievance or arbitration proceeding including either the school district or insurance carrier.
3. INCOME BENEFIT: Weekly benefits will be paid equivalent to 66-2/3% of the individual's base salary as defined by the salary schedule, subject to a maximum benefit of \$465.00 per week, less any amounts as offsets for which the employee may also be eligible under (1) Workers' Compensation; (2) other employer sponsored sick leave or disability plans; (3) State or Federal disability plans; (4) Social Security benefits, including dependent benefits; and (5) regular, early, or disability retirement benefits provided by the District, State or Federal government.

- G. LONG-TERM DISABILITY INSURANCE: The Board shall pay 90% of the premium to purchase, for each eligible employee, long-term disability insurance which shall provide for, under its terms and conditions, the benefits stated below. Individuals may be eligible for these long-term disability benefits in the event they qualify under the terms set forth. It shall be the individual's responsibility to determine if they qualify by contacting the insurance company and completing the necessary forms and providing, at their own expense, the necessary information.

The Board reserves the right to determine the carrier and/or provide the stated coverages on an alternative basis of its own choosing.

1. ELIGIBILITY: All employees who regularly work a minimum of 37.5 hours per week are eligible, subject to the terms and conditions set forth in the policy.

2. BENEFIT PERIOD: The benefits shall commence on the 91st calendar day of total disability and continue, provided the employee maintains eligibility, until at least the age of 65, for both injury and sickness.

The date of the initial instance of disability shall be determined by a qualified physician, and the insurance company reserves the right to have a physician of its own choosing or that of the district determine whether a disability exists and, if so, when it has ended. This decision shall be final and not subject to any grievance or arbitration proceeding including either the school district or insurance carrier.

Benefits are payable up to three years, subject to certain limitations as outlined by the underwriter for disabilities that prevent an individual from performing the material duties of their normal occupation. Payments beyond three years will only continue if the employee is unable to engage in any kind of work for which she is, or could reasonably become, qualified by reason of the employee's education, training or experience.

3. INCOME BENEFIT: Monthly benefits equivalent to 66-2/3% of the individual's base salary as defined by the salary schedule, subject to a maximum benefit of \$2,018.00 per month, less any amounts as offsets for which the employee may also be eligible under (1) Workers' Compensation; (2) other Employer sponsored sick leave or disability plans; (3) State or Federal disability plans; (4) Social Security benefits including dependent benefits; and (5) regular, early, or disability retirement benefits provided by the District, State or Federal government.

WORKERS' COMPENSATION INSURANCE: Employees incurring service connected illness or injury will be protected by the Workers' Compensation Act of Michigan, Act #10, Public Acts of 1912 as amended.

ARTICLE 27

DISABILITY PLAN PROCEDURES

- A. Disability pay calculations shall be computed based on the employee's rate of pay at the time the disability began.
- B. All claims for disability benefits, to be valid, must be made promptly. Medical proof will be required. A complete packet of all forms pertaining to the disability plan shall be given to the employee or designated person upon request.
- C. Employees on disability wishing to leave home shall obtain, from the superintendent, written approval to leave and identify the specific time they will be gone.

- D. Disability benefits will be paid pursuant to the schedule set forth by the insurance carrier and are subject to being terminated should the employee not follow the procedures as called for by the insurance carrier.
- E. In the event of an employee's death, any retirement and/or death benefits provided by the District shall be paid to the employee's designated beneficiary.

ARTICLE 28

SICK LEAVE

- A. Upon completion of the probationary period, an employee shall be allocated fifteen (15) sick days to allow absence due to illness, injury, or disability, without loss of pay.
- B. When an employee works thirteen (13) consecutive paid weeks without an absence other than holiday, vacation, or personal days, their sick day allocation shall return to fifteen (15) days.
- C. The employer reserves the right to check on suspected abuses of sick leave. An employee found guilty of abusing the sick leave shall be subject to disciplinary action and loss of pay for those days.
- D. If an employee uses four (4) consecutive sick days, the employer may require a communiqué signed by the doctor describing the extent of illness. If an employee is absent on sick leave for more than two (2) weeks, the employer may require examination by a designated physician (paid by the Employer).

ARTICLE 29

USE OF PRIVATE AUTOMOBILE

Employees agreeing to use personal cars will be reimbursed effective July 1, 2008 at the rate of an amount equal to the IRS standards. All such use of cars shall be approved by a supervisor before the car is used. Supervisors shall sign and approve mileage claims.

ARTICLE 30

BEREAVEMENT DAYS

Bereavement days, within the limits set forth below, are provided for staff members experiencing death in their immediate family. The bereavement day allocation is designed to meet basic needs for bereavement and attending to personal matters of the deceased relatives listed within the time period set forth below. Bereavement days are in addition to the sick day allotment. Attendance at the funeral is required for the use of bereavement days unless waived at the discretion of the Superintendent.

Bereavement days are only provided for deaths which fall during the period of time beginning with the initial secretaries' work day of the school year and ending with the last work day of the school year, subject to the following additional conditions. The appropriate number of days indicated below are only available for possible usage during the time period as defined:

TIME PERIOD: Consecutive days shall be determined by the employee within the time beginning with the day of the death of the relative (the day after in the event the employee did not miss any work due to late knowledge of the death), and continue to midnight of the last day of the appropriate allocation for a given relative, i.e., for an aunt, the time period would end on the second day after the funeral. If Saturday, Sunday, holiday or vacation days should fall during the defined time period, some or all of the allocated days will be lost to the employee since they are not required work days during the defined time period. Bereavement days are not cumulative and are not limited to one (1) occurrence per relative type. There will not be any pay for bereavement days not used or payment for bereavement days in addition to the employee's regular pay.

ALLOCATED DAYS:

5 days: Employee's spouse or child;

3 days: Employee's immediate family (employee's mother, father, brother, sister, grandchildren);

2 days: Other immediate family (employee's aunt, uncle, grandparents, mother-in-law, father-in-law, current son-in-law, and current daughter-in-law);

1 day: Current brother-in-law, current sister-in-law.

In addition to the allocated days under 3 days, 2 days and 1 day, there shall be allotted one additional day in each category where attendance at the funeral occurs beyond a 250 mile distance from the school district. The employee shall submit documentation if requested, verifying the location of the funeral.

The form for reporting bereavement days is set forth in Schedule E. The form may be completed by the employee's designee, but must be signed by the employee. The employee's signature verifies the accuracy of the information contained on the form.

ARTICLE 31

HOLIDAYS

To receive the following holiday pay, an employee must be scheduled to work and actually work the schedule work day before and after each holiday listed.

SCHOOL-YEAR EMPLOYEES (Less than fifty-two weeks) - 14 days: Labor Day, Decoration Day, Thanksgiving Day, the day after Thanksgiving, Good Friday, Easter Monday, Easter Tuesday, three (3) days for Christmas, three (3) days for New Years, and one (1) floating holiday.

FIFTY-TWO WEEK EMPLOYEES - 16 days: In addition to the above, fifty-two (52) week employees will receive the Fourth of July and an additional day to be scheduled in conjunction with the Fourth of July.

School secretaries shall have the right to use a vacation day, personal day or no pay in lieu of working their regular schedule on the Friday before Labor Day. They also have the option to work with supervisor approval at straight time.

ARTICLE 32

LONGEVITY

- A. All employees who have completed five (5) years of service on June 30 of any year shall be granted a longevity payment of \$70. An additional \$35 per year shall be granted to the employee for each following year of service. Thus, an employee having completed six (6) years of service would receive \$105. Such additional payment for each additional year shall continue until a maximum of \$500 is reached.
- B. Such amounts are pro-rated downward for full-time employees who work less than 12 months a year.
- C. Hours for employees will be totaled and, in the event a work year's total is less than 2,080 hours, the longevity percentage will be determined by using the table below:
- | | |
|------------------------|--|
| 100 – 311 hours/year | – 10% of the full-time employees' accrual |
| 312 – 519 hours/year | – 20% of the full-time employees' accrual |
| 520 – 727 hours/year | – 30% of the full-time employees' accrual |
| 728 – 935 hours/year | – 40% of the full-time employees' accrual |
| 936 – 1143 hours/year | – 50% of the full-time employees' accrual |
| 1144 – 1351 hours/year | – 60% of the full-time employees' accrual |
| 1352 – 1559 hours/year | – 70% of the full-time employees' accrual |
| 1560 – 1767 hours/year | – 80% of the full-time employees' accrual |
| 1768 – 1975 hours/year | – 90% of the full-time employees' accrual |
| 1976 – 2080 hours/year | – 100% of the full-time employees' accrual |
- D. Longevity will be paid on or before June 30 of each year after the percentage list is completed and will be based on this longevity percentage total for each employee as shown on the following schedule.
- E. In no instances will the longevity payment be more than the following schedule provides.
- F. In case of death, any longevity due will be paid to the secretary's beneficiary.

G. Longevity Payment Schedule:

| Seniority | | Seniority | | Seniority | | Seniority | | Seniority | |
|-----------|----------|-----------|----------|-----------|----------|-----------|----------|-----------|----------|
| Amount | Percent% | Amount | Percent% | Amount | Percent% | Amount | Percent% | Amount | Percent% |
| (B) | | (C) | | 5 Years | | 6 Years | | 7 Years | |
| 300 | - 35.00 | 400 | - 52.50 | 500 | - 70.00 | 610 | - 108.50 | 710 | - 143.50 |
| 310 | - 36.75 | 410 | - 54.25 | 510 | - 73.50 | 620 | - 112.00 | 720 | - 147.00 |
| 320 | - 38.50 | 420 | - 56.00 | 520 | - 77.00 | 630 | - 115.50 | 730 | - 150.50 |
| 330 | - 40.25 | 430 | - 57.75 | 530 | - 80.50 | 640 | - 119.00 | 740 | - 154.00 |
| 340 | - 42.00 | 440 | - 59.50 | 540 | - 84.00 | 650 | - 122.50 | 750 | - 157.50 |
| 350 | - 43.75 | 450 | - 61.25 | 550 | - 87.50 | 660 | - 126.00 | 760 | - 161.00 |
| 360 | - 45.50 | 460 | - 63.00 | 560 | - 91.00 | 670 | - 129.50 | 770 | - 164.50 |
| 370 | - 47.25 | 470 | - 64.75 | 570 | - 94.50 | 680 | - 133.00 | 780 | - 168.00 |
| 380 | - 49.00 | 480 | - 66.50 | 580 | - 98.00 | 690 | - 136.50 | 790 | - 171.50 |
| 390 | - 50.75 | 490 | - 68.25 | 590 | - 101.50 | 700 | - 140.00 | 800 | - 175.00 |
| | | | | 600 | - 105.00 | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| 8 Years | | 9 Years | | 10 Years | | 11 Years | | 12 Years | |
| 810 | - 178.50 | 910 | - 213.50 | 1010 | - 248.50 | 1110 | - 283.50 | 1210 | - 318.50 |
| 820 | - 182.00 | 920 | - 217.00 | 1020 | - 252.00 | 1120 | - 287.00 | 1220 | - 322.00 |
| 830 | - 185.50 | 930 | - 220.50 | 1030 | - 255.50 | 1130 | - 290.50 | 1230 | - 325.50 |
| 840 | - 189.00 | 940 | - 224.00 | 1040 | - 259.00 | 1140 | - 294.00 | 1240 | - 329.00 |
| 850 | - 192.50 | 950 | - 227.50 | 1050 | - 262.50 | 1150 | - 297.50 | 1250 | - 332.50 |
| 860 | - 196.00 | 960 | - 231.00 | 1060 | - 266.00 | 1160 | - 301.00 | 1260 | - 336.00 |
| 870 | - 199.50 | 970 | - 234.50 | 1070 | - 269.50 | 1170 | - 304.50 | 1270 | - 339.50 |
| 880 | - 203.00 | 980 | - 238.00 | 1080 | - 273.00 | 1180 | - 308.00 | 1280 | - 343.00 |
| 890 | - 206.50 | 990 | - 241.50 | 1090 | - 276.50 | 1190 | - 311.50 | 1290 | - 346.50 |
| 900 | - 210.00 | 1000 | - 245.00 | 1100 | - 280.00 | 1200 | - 315.00 | 1300 | - 350.00 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| 13 Years | | 14 Years | | 15 Years | | 16 Years | | 17 Years | |
| 1310 | - 353.50 | 1410 | - 388.50 | 1510 | - 423.50 | 1610 | - 458.50 | 1710 | - 493.50 |
| 1320 | - 357.00 | 1420 | - 392.00 | 1520 | - 427.00 | 1620 | - 462.00 | 1720 | - 497.00 |
| 1330 | - 360.50 | 1430 | - 395.50 | 1530 | - 430.50 | 1630 | - 465.50 | 1730 | - 500.00 |
| 1340 | - 364.00 | 1440 | - 399.00 | 1540 | - 434.00 | 1640 | - 469.00 | | |
| 1350 | - 367.50 | 1450 | - 402.50 | 1550 | - 437.50 | 1650 | - 472.50 | | |
| 1360 | - 371.00 | 1460 | - 406.00 | 1560 | - 441.00 | 1660 | - 476.00 | | |
| 1370 | - 374.50 | 1470 | - 409.50 | 1570 | - 444.50 | 1670 | - 479.50 | | |
| 1380 | - 378.00 | 1480 | - 413.00 | 1580 | - 448.00 | 1680 | - 483.00 | | |
| 1390 | - 381.50 | 1490 | - 416.50 | 1590 | - 451.50 | 1690 | - 486.50 | | |
| 1400 | - 385.00 | 1500 | - 420.00 | 1600 | - 455.00 | 1700 | - 490.00 | | |

ARTICLE 33

MEETINGS

- A. Expenses for an annual business meeting luncheon will be paid by the District upon advance request. Each secretary shall be permitted to attend that day without loss of pay.
- B. Upon notice from the Union Chapter Chair to the Personnel Office, designated employees shall be released from duties for union business without loss of pay. The request to the Personnel Office will be verified by the Union, in writing, with a copy to the administrators involved. The District will provide a total of five (5) such union days per year for the entire Union. Partial or whole days may be utilized with the minimum time credited for any absence being one and one-half hours. Any time off over this minimum will be charged as actual time taken and will be either half-hour or full-hour blocks.

It is understood that the Union Chapter Chair and Steward may make telephone calls for necessary Union business during working hours so long as the privilege is not abused and such time is not charged against the Union day allocation.

The Union Chapter Chair and Steward may leave their work station to perform necessary union business during working hours so long as approval is obtained from the Superintendent or his designee.

ARTICLE 34

VACATION AND PERSONAL DAYS

A. GENERAL PROVISIONS

- 1. July 1 through June 30 is defined as a full year. Each day of vacation is equal in length to the length of the employee's normal work day.
- 2. If an employee works a portion of their work year and terminates employment, the vacation/personal days set forth shall be prorated.
- 3. Vacation time granted for a particular full year must be used during that full year. Vacation time shall be scheduled with the approval of the supervisor.
- 4. There shall not be any provision for taking pay in lieu of vacation time.

B. FULL YEAR EMPLOYEES:

Twelve (12) month employees shall have vacation time as indicated below:

| | |
|--|----------------------------|
| Date of hire through June 30: | Prorated portion of 5 days |
| 1 st full year: | 5 days |
| 2 nd through 5 th full year: | 10 days |
| 6 th through 9 th full year: | 15 days |
| 10 th and successive full years: | 20 days |

C. SCHOOL YEAR EMPLOYEES:

1. Other than twelve (12) month employees shall have vacation time as indicated below:

School year employees shall receive two (2) additional floating vacation days which must be used during either the Christmas or Easter breaks.

1st and successive full years: 7 vacation days and
 3 personal days plus
 2 floating vacation days as referenced above for
 total of
 9 vacation days

2. To the extent possible, vacation/personal days must be taken on days during the school year when teachers are off work that are not designated as paid holidays. The balance of vacation shall be discretionary.
3. Discretionary vacation/personal days are to be scheduled by the employee provided such days are not used to extend a holiday or vacation period unless prior approval is granted by the superintendent. Consecutive vacation/personal days may not exceed five (5) unless prior approval is granted by the superintendent.
4. Consecutive personal days exceeding two (2) shall require the approval of the supervisor.

ARTICLE 35

WAGES

The wages for the duration of this contract shall be set forth in Schedule C.

For the final two years of this agreement, a one-time \$500.00 cash stipend will be paid to all collective bargaining unit members payable in two equal installments of \$250.00: One, on the first day of the school year, and one on the final pay period of the school year. Only members employed for the full duration of this agreement are eligible for this one-time payment.

ARTICLE 36

MISCELLANEOUS PROVISIONS

- A. REPORTING OFF: Secretaries reporting off from work shall follow appropriate district protocol by 6:30 A.M. and provide her name, assignment, time of day she will be off, and the day she will be off. If she knows in advance that she will be off, arrangements should be made well in advance of the day(s) she will be off.
- B. ON THE JOB TRAINING: A secretary shall be granted at least one day of training when she transfers from one office to another. This must be done during the working day.
- C. ACT OF GOD: In the event schools are closed and employees are either sent home or told not to report to work, they shall be paid for such days.
- D. SAVINGS CLAUSE: If any Article or Section of this Agreement or any supplement thereto shall be held invalid by operation of Law or if compliance with or enforcement of any Article or Section should be restrained by such law, the remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 37

RIGHTS OF THE BOARD

- A. Except as provided herein, the Union recognizes that the Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself 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 the right:
 - 1. To the executive management and administrative control of the school system and its properties, facilities, and the activities of its employees.
 - 2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment or their discipline, dismissal or demotion, and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and the practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in accordance with the Constitution and the laws of the State of Michigan and the Constitution and the laws of the United States.

- C. The Board retains the right to establish, modify, or delete positions. New positions will be subject to the provisions of Article 18.
- D. The Board retains the right to review and modify job descriptions in light of the District's needs. Prior to implementing any modified job descriptions, administration will meet with the Union leadership to indicate the reasons for the change. Significant modifications which materially change the position as defined by MERC will be subject to the provisions of Article 18.
- E. The Board retains the right to review and modify evaluation forms, instruments, criteria and procedures. The Board encourages the Union to suggest modifications in the evaluation form, instruments, criteria and procedures. The Union's suggestions will be addressed under the Special Conferences, Article 7.

The administration will provide the Union with the evaluation form, instruments, criteria and procedures by September 1 of each year and those evaluation forms, instruments, criteria and procedures will remain in effect for the balance of that contract year or until such time as such are issued on any subsequent September 1.

Secretaries shall be evaluated annually with the summary evaluation to be completed by June 1 of each year. In the event a secretary wishes to challenge the contents of her evaluation, she may submit, in writing, a statement which will be made a part of the evaluation and will be placed in her personnel file along with the evaluation.

The secretary may request a follow-up conference with her supervisor and is entitled to be accompanied by her Union representative. Should she not be satisfied with the results of the conference, she may appeal to the central office and then to the board of Education. The hearing before the Board may be public or private at the secretary's discretion and will be scheduled within fifteen (15) days of the Board's receipt of the request.

- F. The Rights of the Board will in no way infringe nor invalidate any clause or part of this Agreement.

ARTICLE 38

DURATION AND TERMINATION

This Agreement shall continue in full force and effect until the 30th day of June 2014.

In the event either party wishes to terminate this Agreement or modify or amend any Article or Clause hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the termination date of this contract. The modification or amendment of any specific Article or Clause shall not affect the remainder of this contract.

If no notice of termination or modification is given by either party as provided for herein, then this Agreement shall automatically continue in full force and effect from year to year.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives to become effective on this date: October 11, 2011.

BOARD OF EDUCATION OF THE RIVERVIEW
COMMUNITY SCHOOL DISTRICT

BY: Robyn Vitale
President

BY: James Wellman Kizurko
Secretary *10-11-2011 - Tuesday*

RIVERVIEW SCHOOL DISTRICT
SECRETARIES
AFSCME Council 25, Local 1590

BY: Barbara J. DeBrieno
Negotiating Team

BY: Platina Alexandria
Negotiating Team

BY: Annie Rusakewicz
Negotiating Team

BY: _____
Negotiating Team

BY: _____
Council Representative

SCHEDULE A

SECRETARIAL POSITIONS/CLASSIFICATIONS

High School Principal's Secretary

Middle School Principal's Secretary

Support Services Secretary/Middle School Assistant Principal's Secretary

Maintenance Secretary

Special Education Secretary

Elementary Principal's Secretary*

High School Assistant Principal's Secretary

High School Counseling Secretary

Athletic Secretary

*It is recognized that these positions are subject to additional programs as assigned to the administrator for whom the secretary works.

SCHEDULE B

SENIORITY LIST & LONGEVITY PERCENTAGE LIST

SEPTEMBER 1, 2011

| <u>NAME</u> | <u>SENIORITY DATE</u> | <u>HIRE DATE</u> |
|---------------------|-----------------------|------------------|
| Collins, Barbara | 11-13-89 | 11-13-89 |
| Faust, Denise | 8-16-99 | 8-16-99 |
| DeGregorio, Barbara | 8-14-00 | 8-14-00 |
| Carafelli, Pat | 5-01-02 | 8-16-87 |
| Alexander, Diana | 8-14-03 | 8-14-03 |
| Prusakiewicz, Annie | 8-10-04 | 8-10-04 |
| Stadler, Jean | 7-15-05 | 7-15-05 |
| Rios, Catherine | 10-9-07 | 1-10-06 |
| Abraham, Anne Marie | 10-15-08 | 10-15-08 |

SCHEDULE C

HOURLY WAGE SCALE

A.

| | |
|----------------------------|---------|
| Initial Work Date | \$16.99 |
| After 1 st Year | \$17.68 |
| After 2 nd Year | \$18.38 |
| After 3 rd Year | \$19.07 |
| After 4 th Year | \$19.77 |

B. Effective with individuals employed on or after January 1, 1991, secretaries will move to the next pay level a year and a day after their initial work date and on such advancement anniversary date each year thereafter provided they work their recognized full work year. Time off due to layoffs and discretionary leaves of more than one (1) month will cause this date to be delayed and will result in establishing a later advancement anniversary date.

SCHEDULE D

RIVERVIEW SCHOOL DISTRICT SECRETARIES

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

INTERNATIONAL UNION, AFL-CIO, CLC COUNCIL 25, LOCAL 1590

AUTHORIZATION FOR SERVICE FEES DEDUCTION

By:

| | | | |
|--------------|-----------|------------|-------------|
| Please Print | Last Name | First Name | Middle Name |
|--------------|-----------|------------|-------------|

To:

| | |
|--------------|----------|
| Please Print | Employer |
|--------------|----------|

Effective:

I hereby request and authorize you to deduct from my earnings any service fees being charged by Riverview School District Secretaries AFSCME Council 25, Local 1590 and effective the same date, to deduct from my earnings each pay date a sufficient amount to provide for the regular payment of the current rate of monthly Union dues as certified by the Union. The amount deducted shall be paid to the Secretary Treasurer of AFSCME Council 25. This authorization shall remain in effect unless terminated by written notice to the employer with a copy to the Union or until an existing union-management agreement specifically does not require the payment of dues.

Employee's Signature: _____

Street Address: _____

City, State & Zip: _____

SCHEDULE E

BEREAVEMENT DAY REQUEST FORM

Individual who passed away _____

Relationship of the deceased to you _____

Date of Death _____ Date of Funeral _____

Name of Funeral Home where service was held _____

Location of Funeral Home _____

Time you were informed of the funeral _____ Date you were informed of the funeral _____

Specific Day(s) you are requesting as Bereavement Days:

Day _____ Date _____

Day _____ Date _____

Day _____ Date _____

Day _____ Date _____

Day _____ Date _____

Date you submitted request _____ Your School _____

Your signature indicates attendance at funeral _____

Requests for use of Bereavement Days are to be sent to the Attendance Office within seven (7) calendar days of the funeral.

(FOR OFFICE USE ONLY)

Number of Bereavement Days authorized _____

Dates of Authorized Days _____

Comments _____

Date _____ Authorized Signature _____

SCHEDULE F
GRIEVANCE FORM

Name of Grievant _____ Date Grievance Occurred _____ Grievance Number _____

STEP II Alleged Violation: Article _____ Section _____ Page _____

1. Statement of Grievance _____

2. Action Requested (Relief Sought) _____

Signature of Grievant _____ Date Grievance Submitted _____

Signature of Principal or Designee Receiving Grievance _____

Time and Date of Receipt of Grievance by Principal or Designee _____

Disposition of Grievance by Principal _____

Grievance Denied or Accepted (Cross out one which does not apply.)

Signature of Principal

Date Grievance Signed by Principal

Signature of Grievant or Designee
Receiving Principal's Reply

Time and Date Grievant or Designee
Received Principal's Reply

STEP III

Grievance Number _____

Response of Grievant to Principal's Position _____

Signature of Grievant _____ Date of Grievant's Response _____

Signature of Superintendent or Designee Receiving Grievant's Response _____

Time and Date Grievant's Response Received by Superintendent or Designee _____

Disposition of Grievance by Superintendent _____

Grievance Denied or Accepted (Cross out one which does not apply).

Signature of Superintendent of Schools
Superintendent

Date Grievance Acted Upon by

Signature of Grievant or Designee
Indicating Receipt of Superintendent's Decision

Time and Date Grievant Received
Superintendent's Reply

STEP IV

Grievance Number _____

Response of Grievant to Superintendent's Position _____

Signature of Grievant _____ Date of Grievant's Response _____

Signature of Board's Representative Receiving Grievant's Response _____

Time and Date Grievant's Response Received by Board's Representative _____

Disposition of Grievance by Board _____

Grievance Denied or Accepted (Cross out one which does not apply).

Signature of Board Representative
Board

Date Grievance Acted Upon by

Signature of Grievant or Designee
Indicating Receipt of Board's Disposition

Time and Date Grievant Received
Board's Reply