

SECRETARY AGREEMENT

between

Flushing Community Schools

and

Michigan Education Association

2013-2015

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ARTICLE 1

PURPOSE

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

ARTICLE 2

UNION RECOGNITION

Section 1 - Union Recognition

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

Section 2

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

ARTICLE 3

NON-DISCRIMINATION

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

ARTICLE 4

VISITATION

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

ARTICLE 5

UNION REPRESENTATIVES

- (a) The employees may be represented by a Union Representative who shall be chosen or selected in a manner determined by the employees and the Union, and whose name shall be made known to the Board in writing.
- (b) Reasonable arrangement will be made to allow the Union Representative time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, upon arrangements being made with the Union Representative's immediate supervisor.
- (c) During the Union Representative's term of office, he/she shall be deemed to head the seniority list for the purposes of layoff and recall only, provided he/she is qualified to do the required work. Upon termination of his/her terms, he/she shall be returned to his/her regular seniority status.

ARTICLE 6

RIGHTS OF THE BOARD

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

ARTICLE 7

SAFETY PRACTICES

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

ARTICLE 8

JURISDICTION - CONTRACTING

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

ARTICLE 9

SENIORITY

- (a) A newly hired employee shall be on a probationary status for ninety (90) work days, taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) work days probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed during this period without appeal by the Union. Probationary employees who are absent on scheduled work days, or who serve their probationary period during the non-school period in which the job is not operative, shall work additional days equal to the number of days absent or equal to the number of days that the job was not operative, and such employee shall not have completed the probationary period until these additional days have been worked.
- (b) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to first day of employment.
- (c) In the event that the Board determines that it is necessary to reduce the number of employees through the layoff procedure, the affected employee or employees shall be given a minimum of two (2) weeks written notice prior to the date that the scheduled layoff is to be effective. Employees shall be laid off, recalled or demoted according to their bargaining unit seniority in the classification being reduced. An employee scheduled for layoff shall have the right to displace a lesser seniority employee in a lower classification, provided the senior employee is qualified to hold the position held by the lesser seniority employee.

- (d) An employee will lose his/her seniority for the following reasons:
 - 1. The employee resigns.
 - 2. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
 - 3. The employee retires.
- (e) Seniority shall be retained, but not accumulated, for an employee who transfers to a position outside of the bargaining unit, with that employee having the right to exercise the seniority that he/she had accumulated while he/she was a member of the bargaining unit in the event that the employee vacates such position outside of the bargaining unit.
- (f) In the event that two (2) or more employees are hired on the same date, the employee with the lowest last four digits of their Social Security Number shall be deemed the senior employee for purposes of determining seniority in this bargaining unit.
- (g) Seniority is defined as the period of time employed by Flushing Community Schools in the FOP/MEA Unit.

ARTICLE 10

PROMOTIONS and TRANSFERS

- (a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position.
- (b) An employee who is employed for less than twelve (12) months each year and who desires to be placed in another job or classification, shall make such request in writing to the Board Office, in which the applying employee shall indicate the specific job or classification that he/she wishes to be placed in. There shall be three (3) copies of such application made, with one (1) copy to be maintained by the Board Office, one (1) copy given to the applicant, one (1) copy furnished to the Union President.
- (c) Within one pay period of the date of vacancy or the establishment of a new position and school is not in session, the Board shall notify each employee who works less than twelve (12) months, and for whom the Board has a job change request on file. Such notification by the Board shall be in writing, and shall be sent by Certified Mail to the given mailing address of each of these employees.
- (d) Any employee who is employed during that period of the year, and who desires such position, shall make written application for the new position or vacancy. Any employee who is not employed during that period, but has his/her written application on file for such position or vacancy, shall reply to the Board by Certified Mail as to his/her desire of being placed in that vacancy or new position. All such replies shall be within either five (5) working days from the date the position is posted, or within five (5) working days from the date the employee receives written notification of such vacancy.

- (e) The Board shall honor all such requests, to the extent that all applicants shall be given a personal interview by the Building Administrator or Supervisor before the vacancy is awarded to any employee.

The Building Administrator shall consider the seniority of all of the applicants along with all other factors including the results of tests for secretarial skills which are relevant for the position. In the event that the Building Administrator or Supervisor determines to place a less senior employee in the open position, the Building Administrator or Supervisor and the Assistant Superintendent shall, upon request, personally meet with any more senior employee(s) who were not awarded the job, and review with any such employee(s) the reason or reasons as to why a more senior employee was not awarded the position.

- (f) The employee who is awarded the position will be given a trial period not to exceed thirty (30) working days within which to qualify for the job at the employee's present rate of pay. In the event the employee successfully completes the thirty (30) working days probationary period, the employee shall be paid the rate of pay for the new position retroactive to the date the employee was placed in the position during such probationary period. When possible and to the degree deemed necessary, the employer will arrange for a reasonable period of transition training by the employee vacating the position or an employee familiar with the job responsibilities. However, the employer and the Union can mutually agree that no training is necessary in a particular case.

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

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

Temporary Vacancies

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

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

- (1) The Board shall have the right to hire a temporary employee not covered by this Agreement to fill a temporary vacancy for a period not to exceed thirty (30) calendar days during the time that an employee who is covered by this Agreement is not on the job.

(2) The Board shall have the right to temporarily transfer an employee from one position in the bargaining unit to another position in the bargaining unit in the same classification as a result of a temporary vacancy for a period not to exceed thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day period. The transferred employee shall continue to accrue seniority in his/her current classification and shall continue to receive his/her classification rate of pay according to Schedule A.

(3) The Board shall have the right to temporarily assign an employee from one position in the bargaining unit to another position in the bargaining unit of a higher classification as a result of a temporary vacancy for a period not to exceed thirty (30) calendar days.

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

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

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

(5) If a second temporary vacancy occurs as a result of paragraphs two (2), three (3) or four (4) above, the Board shall have the right to hire a temporary employee not covered by this Agreement to fill the second temporary vacancy.

(b) In the event that it is determined that the regular employee will not be returning to his/her regular job, or will not be returning to his/her regular job beyond one calendar year or, the extension period beyond one year, if applicable, that position shall be considered a permanent vacancy and shall be posted and filled as specified under the terms of this Article.

ARTICLE 11

NEW JOBS

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

ARTICLE 12

DISCIPLINE-DISCHARGE

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

ARTICLE 13

LEAVE OF ABSENCE

- (a) An employee who, because of illness or accident which is non-compensable under the Workers Compensation Law, is physically unable to report for work and has exhausted all means of allowable compensation from the Board, shall be granted a leave of absence for up to one (1) year which may be extended by the Board, provided the employee notifies the Board of the necessity therefore, and provided further that the employee supplies the Board with a statement from a medical or osteopathic doctor of the necessity and length of time for such absence and for the continuation of such absence when the same is requested by the Board.

- (b) Leaves of absence for up to thirty (30) days shall be granted for an employee's physical or mental illness or prolonged serious illness in the employee's immediate family which includes husband, wife, children or parents living in the same household.
- (c) Upon approval of the Board, leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- (d) The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
- (e) Leaves of absence will be granted to an employee who is active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling his/her annual field training obligations, or ordered to active duty for the purpose of handling an emergency situation, providing such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.
- (f) Any employee in the bargaining unit who is either elected or appointed to a full-time position or office in the Union, whose duties require his/her absence from work, shall be granted a leave of absence for the term of such office or position.
- (g) All reasons for leaves of absence shall be in writing, stating the reason for the request, and the approximate length of leave requested, with a copy sent to the Union.
- (h) An employee who meets all of the requirements as herein before specified shall be granted a leave of absence without pay and shall retain all seniority accumulated prior to such leave, with the exception of leaves set forth in Paragraph (a) of this Article, in which case the employee shall accumulate seniority. Upon completion of all leaves, the employee shall be entitled to resume regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.
- (i) An employee in the bargaining unit who is on a leave of absence shall have return rights to his/her same position and classification in the bargaining unit for up to one calendar year. Upon returning to the bargaining unit, the employee shall receive his/her rate of pay according to Schedule A.

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

However, the employee shall apply and be considered for the first vacancy in his/her classification with a comparable work calendar or forfeit the pay rate of his/her classification if higher. The process will be repeated until the employee is placed in his/her original classification.

- (j) Family and Medical Leave Act - A leave of absence without pay will be granted to any eligible employee for the purpose listed and consistent with the provisions of the Family and Medical Leave Act of 1993. The employee may substitute any or all available accrued paid leave of absence and paid vacation which would otherwise be unpaid under the Act. Employees anticipating the need for the leave under this act should discuss its provisions along with other leave provisions in this contract with the Assistant Superintendent prior to applying for said leave.

- (k) Voluntary Unpaid Leave – Each employee has three unpaid leave days to use each contract year with the approval of his/her supervisor. An employee may choose to use none of the days, one day, two days or all three days when students are not in session. The days must be taken in whole days (no fraction of days). These days would not affect the employee’s seniority or insurance coverage/benefits or any other benefit entitlements. An employee does not have to exhaust paid leave time (sick, personal, vacation) to use the days. The days must be approved by the employee’s immediate supervisor three (3) work days approved by the supervisor. These days are not cumulative and cannot be carried forward into the next contract year.

ARTICLE 14

SOLE AND EXCLUSIVE GRIEVANCE PROCEDURE

Definitions

- (a) A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.

- (b) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.

- (c) The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.

- (d) Any employee or Union grievance shall be instituted through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or the Union first became aware of the conditions giving rise to the grievance. Any situation presented for adjustment outside the time limits specified shall not hereafter be considered a grievance under this Agreement.

STEP ONE

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

STEP TWO

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

STEP THREE

- (a) Any appeal of a decision rendered by the immediate supervisor shall be presented in writing within five (5) working days from STEP TWO above to the Superintendent's designee, stating the reason or reasons why the decision of the immediate supervisor was not satisfactory.
- (b) Within five (5) working days of its written submission to the Superintendent's designee, the Uniserv Director shall meet with the Superintendent's designee, the Union Representative and the grievant to discuss the grievance.
- (c) Within five (5) working days of the meeting with the Uniserv Director, the Superintendent's designee shall give his/her decision in writing.

STEP FOUR

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

STEP FIVE

- (a) If the appealing party is not satisfied with the disposition of the grievance by the Superintendent within fifteen (15) calendar days from the date of receipt of the answer given by the Superintendent, the grievance may be submitted to Arbitration.
- (b) The appealing party shall request the Michigan Employment Relations Commission (MERC) to submit a list of five (5) persons to both parties. The representatives of the Board and the Union shall return the list of five (5) persons to the designated mailing address of the Michigan Employment Relations Commission within the specified time period as is furnished to the parties by the Michigan Employment Relations Commission. Each party upon returning the listing of the potential arbitrators to the Michigan Employment Relations Commission, shall indicate as to their individual preference of the arbitrator by numbering of said arbitrators one (1) through five (5). The Michigan Employment Relations Commission, upon receipt of the returned lists by the parties, shall assign the arbitrator based on the highest preference given by both parties of the persons on said list. That person shall be accepted by both parties as the Arbitrator.
- (c) In the event that neither party returns the listing of arbitrators within the specified time period, the Michigan Employment Relations Commission shall assign one of the persons on the list as the arbitrator, or in the event that one of the parties fails to return their listing within the specified time period, the Michigan Employment Relations Commission shall assign the Arbitrator based on the top preference of the party who did return its listing within the specified time period. In either of these cases, both parties shall accept that person as Arbitrator.
- (d) The Arbitrator, the Union or the Board may call any relevant person as a witness in any arbitration hearing.
- (e) Each party shall be responsible for the expenses of the witnesses that it may call.
- (f) The Arbitrator shall not have the jurisdiction to add to, to subtract from, or to modify any of the terms of this Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties or to interpret or rule upon questions of local, state or federal law.
- (g) The fees and expenses of the Arbitrator shall be borne by the party against whom the decision of the Arbitrator is rendered. Should there be no clear decision in favor of either party, the fees and expenses shall be borne equally by the parties.
- (h) The Arbitrator shall render his/her decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- (i) The decision of the Arbitrator shall be final, conclusive and binding upon all employees, the Board and the Union. Either party shall have the right to enter the decision of the Arbitrator in a court of competent jurisdiction in the event the decision of the Arbitrator is in direct conflict with the express term of this Agreement.

ARTICLE 15

HOURS and WORK WEEK

Section 1

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

Section 2 - Overtime Rates Will Be Paid As Follows:

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

Section 3 - Reporting Pay

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

Section 4 - Call Back

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

Section 5 - Distribution of Overtime

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

Section 6 - Rest Periods

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

ARTICLE 16

SICK LEAVE and FUNERAL LEAVE

Section 1 - Sick Leave

- (a) Each employee covered by this Agreement shall accumulate sick leave in an individual single sick leave bank, with no limit on the maximum accumulation, with such sick leave days to be accumulated as follows:
 - 1. Twelve (12) month employees - twelve (12) days per year
 - 2. Ten (10) month employees - ten (10) days per year
- (b) Each employee covered by this Agreement will be credited with the proper amount of sick leave days at the beginning of each school year. Any employee who uses more days during the year than the number of sick leave days earned at this rate, shall have this amount deducted from the employee's final salary check, or the employee will return the money due to the District.
- (c) Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness or injury.
- (d) A unit member may use sick days in the event of a family medical situation resulting in the necessity of absence from work.
- (e) An employee who is unable to perform his/her duties because of illness or disability shall notify his/her supervisor of that fact before the start of the workday. If an illness or disability extends beyond the first (1st) work day, the employee and the employee's immediate supervisor may make arrangements as to the frequency of notification of the continued illness or disability.

- (f) Upon separation or retirement the employee shall be paid at the rate of \$46.00 per day for all of the employee's accumulated sick leave days up to seventy (70) days. The excess beyond the first seventy (70) such days shall be paid at the rate of \$51.00 per day.
- (g) Records of sick leave accumulated and taken shall be maintained on the employee's bi-weekly paycheck.

Section 2 - Funeral Leave

(a) Bereavement

Leave shall be granted without loss of pay in the event of death in the immediate family. Immediate family shall include husband, wife, father, mother, brother, sister, son, daughter, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepchildren, or relatives living in the same household. Recognizing that the term 'family' has changed, unit members may request that persons other than those listed be recognized as family members for the purposes of bereavement leave as outlined in this paragraph. Such requests will be considered by the Board, or designee. Such leave shall be granted for a period up to three (3) regularly scheduled work days (such as i.e. 24 hours), providing the employee is attending the funeral or memorial service. Part-time employees will be prorated. In the event the employee is not attending the funeral, leave will be granted only if the circumstances of such death otherwise requires his/her absence. Five (5) regularly scheduled work days (such as i.e. 40 hours), for husband, wife, son, daughter, stepchildren, father, mother, father-in-law and mother-in-law.

- (b) Additional time may be granted at the discretion of the administration, upon request, by the employee and charged to the employee's allowable sick leave.

Section 3 - Personal Business Days

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

Section 4 - Union Business Days

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

ARTICLE 17

HOLIDAYS

- (a) Paid holidays will be as follows:

July 4 - 52 week secretaries in pay status

Labor Day

Thanksgiving and the Friday after

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

Good Friday

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

Memorial Day

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

Floating Holiday (see below)

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

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

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

ARTICLE 18

VACATIONS

- (a) A 52 week secretary shall accumulate a vacation day for each calendar month in which she/he is in pay status for at least three-fourths (3/4) of the working days of the calendar month to a maximum of ninety-six (96) hours per year. Maximum total accumulation shall not exceed one hundred ninety-two (192) hours at any time.
- (b) Vacations shall be scheduled at a time which will not unduly interfere with or hamper normal operation of the school system. If at all possible, vacations shall be scheduled at a time satisfactory to the employee. No reasonable request for vacation time shall be denied. For each individual academic year vacation requests for the summer recess, i.e. June, July, August, will be submitted by April 1st of that academic year. Beginning in 2005 the senior employee's request will be honored.

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

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

ARTICLE 19

INSURANCE PROTECTION

Section 1

For full-time employees who are not a dependent covered by other group health insurance, or internally, is not a dependent covered by a health insurance program provided by the board, the board shall contribute a monthly amount toward Group I, Group II, and Group III insurance coverage as identified in the Base Plan Per Month CAP table. Employees have the right to select optional insurance plans outlined in Group I. Employees shall pay any cost that exceeds the Base Plan Per Month CAP on a pre or post tax basis based upon employee's election and signature authorizing deduction per IRS Section 125 Regulations of a Cafeteria Plan.

2013-14 Base Plan Per Month CAP

2013-14	Health/Rx	Dental	Vision
1-Person	\$299.78	\$27.22	\$6.37
2-Person	\$719.49	\$65.34	\$11.33
Full Family	\$899.36	\$81.68	\$14.30

2014-15 (based on current information)	Health/Rx	Dental	Vision
1-Person	\$313.54	\$28.01	\$6.55
2-Person	\$747.00	\$67.23	\$11.66
Full Family	\$936.88	\$84.05	\$14.71

The district Base Plan Per Month CAP dollar amount contribution toward Health/Rx, Dental, Vision shall be adjusted for the 2014-15 year based on the Annual Cost Limitation contribution rates as established by Michigan Department of Treasury. MCL15.563 provides that the CAP shall be adjusted by October 1 of each year, by the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available.

Group I Health/Prescription shall increase at an amount equal to the increase in the next calendar year's state cap divided by 12.

If the renewal rates for the base plan Health/Prescription coverage in place during the Spring of 2015 reflect an increase in total costs of 10% or more, the district and the individual employee will equally divide any increase above 10%. At no time shall the district contribution per month exceed 1/12th of the Michigan Department of Treasury annual cost limitation. A rebased CAP will become effective June 28, 2015 and will increase at the equivalent dollar amount as statewide CAP limitation divided by 12.

Group II Dental and Group III Vision shall increase at the same rate as the Annual Cost Limitation contribution rates as established by the Michigan Department of Treasury.

Adjustments may be made as necessitated by further development of the Affordable Care Act guidelines.

GROUP I – Health Insurance Coverage

Health Insurance would be provided by Blue Cross Blue Shield as follows:

(a) Option A (Base CAP Plan) BCBS Simply Blue – with the following riders:

- \$500/\$1,000 In-network deductible
- 20% Coinsurance in-network up to a maximum of \$2,500/\$5,000
- \$20 Office visit copay for primary care physician
- \$40 Copay for a specialist visit
- \$40 Copay for chiropractic visits (limited to 12 visits per calendar year)
- \$60 Urgent care copay
- \$150 Emergency room copay
- Preventive care maximum services unlimited
- Mental health and substance abuse services subject to deductible and coinsurance
- Private duty nursing covered at 50% after in-network deductible
- Dependents covered up to December 31st of the year during which they turn 26
- Addition of healthcare reform for all mandated benefits and services
- Excludes voluntary abortions
- Rx coverage with a \$0 copay for Medtipster eligible generics, \$15 for other approved generic drugs up to a 34 day supply at retail, \$30 for approved preferred brand name drugs up to a 34 day supply at retail, \$60 for approved non-preferred brand name drugs up to a 34 day supply, \$30 for approved generics up to a 90 day supply at retail or mail order, \$60 for approved preferred brand name drugs up to a 90 day supply at retail or mail order, and \$120 for approved non-preferred brand name drugs up to a 90 day supply at retail or mail order. Includes contraceptive medications, contraceptive injections, and FDA approved and physician prescribed contraceptive devices.

-OR-

(b) Option C BCBS Community Blue – with the following riders:

- \$250/\$500 In-network deductible
- 20% Coinsurance in-network up to a maximum of \$1,000/\$2,000
- \$10 Office visit copay for primary care physician
- \$10 Copay for a specialist visit
- \$20 Copay for chiropractic visits (limited to 24 visits per calendar year)
- \$10 Copay for urgent care visits
- \$150 Copay for emergency room visits
- Preventive care maximum services unlimited
- Mental health and substance abuse services subject to deductible and coinsurance
- Private duty nursing covered at 50% after in-network deductible
- Hearing care benefits
- Dependents covered up to December 31st of the year during which they turn 26
- Addition of healthcare reform for all mandated benefits and services
- Excludes voluntary abortions
- Rx coverage with a \$0 copay for Market Value Medtipster eligible prescriptions and Certain over the counter prescription ordered generics, \$15 for other approved generic drugs up to a 34 day supply at retail, \$30 for approved preferred brand name drugs up to a 34 day supply at retail, \$60 for approved non-preferred brand name drugs up to a 34 day supply, \$30 for approved generics up to a 90 day supply at retail or mail order, \$60 for approved preferred brand name drugs up to a 90 day supply at retail or mail order, and \$120 for approved non-preferred brand name drugs up to a 90 day supply at retail or mail order. Includes contraceptive medications, contraceptive injections, and FDA approved and physician prescribed contraceptive devices.

-OR-

(c) Option F – BCBS Community Blue - with the following riders:

- \$100/\$200 In-network deductible
- 10% Coinsurance in-network up to a maximum of \$500/\$1,000
- \$10 Office visit copay for primary care physician
- \$10 copay for a specialist visit
- \$20 copay for chiropractic visits (limited to 24 visits per calendar year)
- \$10 copay for urgent care visits
- \$150 copay for emergency room visits

- Preventive care maximum services unlimited
- Mental health and substance abuse services subject to deductible and coinsurance
- Private duty nursing covered at 50% after in-network deductible
- Hearing care benefits
- Dependents covered up to December 31st of the year during which they turn 26
- Addition of healthcare reform for all mandated benefits and services
- Excludes voluntary abortions
- Rx coverage with a \$0 copay for Market Value Medtipster eligible prescriptions and Certain over the counter prescription ordered generics, \$15 for other approved generic drugs up to a 34 day supply at retail, \$30 for approved preferred brand name drugs up to a 34 day supply at retail, \$60 for approved non-preferred brand name drugs up to a 34 day supply, \$30 for approved generics up to a 90 day supply at retail or mail order, \$60 for approved preferred brand name drugs up to a 90 day supply at retail or mail order, and \$120 for approved non-preferred brand name drugs up to a 90 day supply at retail or mail order. Includes contraceptive medications, contraceptive injections, and FDA approved and physician prescribed contraceptive devices.

-OR-

(d) An additional salary amount of \$50 per month, September through May.

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

GROUP II – Dental Insurance Coverage

- (a) The Board shall pay the full cost of the CAP of the Blue Cross Blue Shield Dental Insurance Plan for each employee covered by this Agreement, with such plan to cover the employee and the employee's dependents, provided the employee does not have coverage as a dependent on another group dental insurance program, or internally, as a dependent on a dental insurance program provided by the Board.

Benefits shall be described on Attachment F with 80% basic, 80% prosthodontics, 80% orthodontic coverage.

GROUP III – Vision Insurance Coverage

- (a) The Board shall pay the full cost of the CAP of the SET/SEG Vision Insurance Plan for each employee covered by this Agreement, with such plan to cover the employee and the employee's dependents provided the employee does not have coverage as a dependent on another group dental insurance program, or internally, as a dependent on a vision insurance program provided by the Board.

Benefits shall be defined on Attachment G.

Section 2 - Life Insurance

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

Section 3 - Long Term Disability Protection

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

Section 4 - Payment of Premiums

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

ARTICLE 20

GENERAL

Section 1 - Tax Sheltered Annuities

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

Section 2 - Telephone Facilities

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

Section 3 - Parking

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

Section 4 - Resignation

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

Section 5 - Pension

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

Section 6 - Deductions

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

Section 7 - Professional Development

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

Section 8 - Physical Examinations

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

Section 9 - Emergency School Closing

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

Section 10 - Mileage

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

Section 11 - Working Year

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

Section 12 - Emergency

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

Section 13 - Medication

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

Section 14 - Legal Protection

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

Section 15 - Workers Compensation

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

Section 16 - Direct Deposit

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

Section 17 - Placement on Salary Schedule

- (a) An employee shall be given full credit for years of service, on the wage schedule appropriate to his/her classification, for non-terminated years of experience as a Secretary and/or Media Secretary in Flushing Schools.
- (b) An employee shall be given up to three (3) years of service, on the wage schedule appropriate to his/her classification, for previous interrupted years of experience as a Secretary and/or Media Secretary in Flushing Schools.
- (c) An employee who has worked in a position providing direct student support at the building level shall be given up to three (3) years of service, on the wage schedule appropriate to his/her classification, for non-terminated years of experience in Flushing Schools. Any previous work experience shall not impact seniority in the FOP/MEA Unit.

- (d) A newly-hired employee shall be placed on the beginning step of wage schedule appropriate to his/her classification. Newly hired employees who have worked in a similar position in other Michigan school districts, or in districts with similar standing, will be given up to three (3) years of credit on the Schedule B – Hourly Wage Schedule for secretarial experience. Any outside experience granted shall not impact seniority in the FOP/MEA Unit.
- (e) In the event the district is in an experience step freeze, previous service in the district and out of district experience shall be awarded no greater than the out of district experience, less the number of years the district has been in a step freeze.

Section 18 - Job Skill Testing

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

Section 19 - Community Education Classes

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

Section 20 – Evaluation

- (a) Beginning in the 2012-13 school year, all employees covered by this agreement shall be evaluated on an annual basis. Evaluations shall be conducted by the immediate supervisor or an administrator assigned by the Superintendent. The employee will be notified when their evaluation will take place. A copy of the written evaluation shall be given to each employee. Each employee shall have the right to respond in writing to their evaluation and such response shall be attached to said evaluation and become a permanent part of the employees personnel file.

The evaluation tool will be mutually agreed upon by the parties at the beginning of the 2012-13 school year based upon the ‘example’ provided during negotiations for the 2012-13 successor agreement.

- (b) Those that meet or exceed expectations shall receive Merit Pay.

Section 21- Prohibited Language

Appendix H includes language from Article 2 as written in the 2012-2013 agreement, which due to changes in the law have now become prohibited subjects of bargaining. If and when the law changes and one or more of these provisions are no longer a prohibited subject of bargaining, either party may request to re-open the contract and bargain over the impact of the change in law and possible inclusion of such additional provisions into the contract.

ARTICLE 21

BENEFITS

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

ARTICLE 22

JURY DUTY

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

ARTICLE 23

ANNUAL LONGEVITY SERVICE AWARD

- (a) Employees with 10 or more years of service as of June 30, 2012 shall be eligible for longevity. An annual longevity service award shall be paid to otherwise qualified bargaining unit employees in accordance with the following schedule, (based on the employee's years of service as of August 1st of each year).

<u>Years of Service</u>	<u>2013-2015</u>
25 years +	\$595
20-24 years	\$570
15-19 years	\$545
10-14 years	\$520

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

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

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

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

ARTICLE 24

CLASSIFICATION and COMPENSATION

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

ARTICLE 25

BINDING EFFECTIVE AGREEMENT

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

ARTICLE 26

SCOPE, WAIVER and ALTERATION OF AGREEMENT

Section 1

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

Section 2

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

Section 3

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

Section 4

As required by State Law, the following provision is included in the parties' agreement: This agreement is subject to the provisions of the Public Employment Relations Act, MCL 423.201 et seq., including Section 15 (7) thereof, MCL 423.215 (7), and thereof may be rejected, modified, or terminated by an emergency manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA4, MCL 141.1501 to 141.1531.


ARTICLE 27

TERMINATION and MODIFICATION

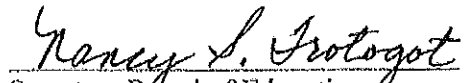
- (a) The effective date of this Agreement is July 1, 2013.
- (b) If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year-to-year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- (c) If either party desires to modify or change this Agreement, it shall ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, Michigan Education Association, 5095 Exchange Drive, Flint, Michigan, 40507, and if the Board addressed to Flushing Community Schools, 522 North McKinley Road, Flushing, Michigan, 48433, or to any other address the Union or the Board may make available to each other.
- (e) This Agreement shall continue in full force and effect until midnight June 30, 2015.

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

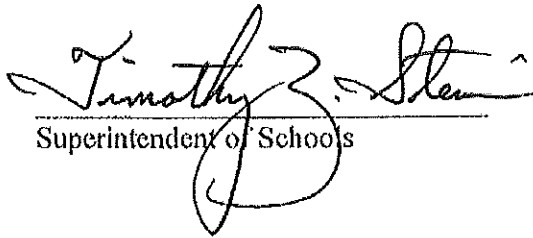
FLUSHING COMMUNITY SCHOOLS



Pre ent Board of Education

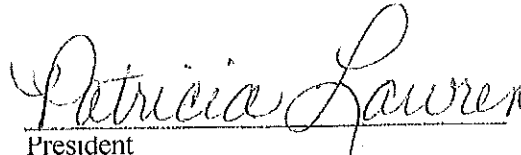


Secretary Board of Education

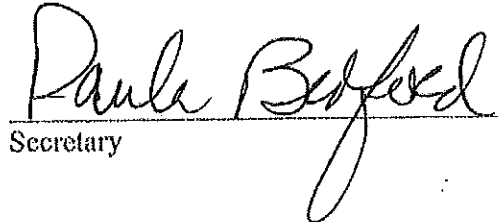


Superintendent of Schools

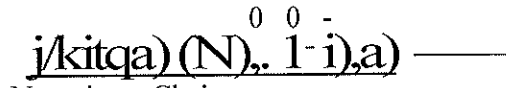
MICHIGAN EDUCATION ASSOCIATION



President



Secretary



Negotiator-Chairman

7. 10 - - 1 ~
Date

SCHEDULE A

BARGAINING UNIT EMPLOYEE CLASSIFICATIONS

CLASSIFICATION I

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

CLASSIFICATION II

The high school media secretary and all secretaries not specifically included in any other classification in this SCHEDULE.

CLASSIFICATION III

Elementary/middle school media secretaries.

SCHEDULE B - HOURLY WAGES

**Flushing Community Schools
Secretarial Bargaining Unit
Schedule B (Hourly Wages)
Wages and Steps will be frozen based on the
2013-15 rates and steps.**

2013-15	Classifications		
Steps	I	II	III
0	13.92	12.47	11.55
1	14.57	13.26	12.05
2	15.14	13.80	12.36
3	15.79	14.50	12.87
4	16.48	15.25	13.34
5	17.11	16.01	13.85
6	17.77	16.71	14.35

Formula

Audited fund balance calculated as a percentage of total general fund expenditures.

Steps shall be frozen until after the Board accepts the annual audit, and are contingent upon the level of general fund balance as follows:

- 15% or higher Full Step starting with first pay in February retroactive to first pay of school year.
Wage opener.

- 13.01% to 14.99% Full Step starting with first pay in February with no retroactivity to first pay of school year.
In February, Step 6 staff receive .5% off-schedule stipend with .5% retroactivity to first pay of school year. Final adjustments to be made first pay in June.

- 10.01% to 13.0% 2013-14
Steps Frozen
In February, all members receive .5% off-schedule stipend with no retroactivity to first pay of school year. Final adjustments to be made first pay in June.

2014-15
In February, members within the steps move up ½ step with no retroactivity to the beginning of the school year.
In February, Step 6 members receive a .5% off-schedule stipend with no retroactivity to first pay of school year. Final adjustments to be made first pay in June.

9.01% - 10% Steps Frozen.
In February, all members receive .5% off-schedule stipend with no retroactivity to first pay of school year. Final adjustments to be made first pay in June.

9% or less Steps are frozen:
If the fund balance is less than 9%, then negotiations immediately begin upon written notice by the Board to the FOP to reach an agreement on how the FOP will provide its share of concessions to restore the fund balance to 9% and shall be completed not later than April 1.

FOP's portion of the amount needed to restore the fund balance will be based on the FOPs prior year total compensation as a percentage of the district's prior year total general fund total compensation.

Payroll adjustments will be made on the first pay in April to meet necessary concessions if no agreement is reached by April 1. In the event the fund equity falls below the 9% minimum, FOP shall not be obligated to make compensation adjustments to recoup dollars below the fund equity target caused by something other than the following:

- An increase in the MP SER retirement rate.
- A decrease in per pupil funding level over the prior year.
- Elimination of one-time state revenues.
- Legislative action.
- A loss of enrollment over the prior year of more than 1%.
- Loss of current voter approved revenue.
- An increase in total adopted budgetary expenditures by more than 1.75% to support or implement programs and initiatives not required by federal and/or state mandates or to qualify for financial incentives.

Merit Pay Stipend

Those that meet or exceeds expectations on their evaluation shall receive Merit Pay according to the following schedule to be paid on the Friday following the first pay date in June. Part-time employees will receive prorated Merit Pay.

Employees with less than 10 years of service as of June 30, 2012 will receive \$275.

Employees with more than 10 years of service as of June 30, 2012 will receive \$225.

SCHEDULE C

BARGAINING UNIT SENIORITY AND YEARS OF SERVICE

Effective September 1, 2013, the following bargaining unit employees are determined to have the following years of bargaining unit seniority and years of service.

Name	Classification	Seniority Date	Years of Service	Anniversary Date
Patricia Lawrence	I	08/11/80	33	08/11/80
Paula Bedford	I	10/07/91	22	10/07/91
Gaye Fotenakes Medical Leave 12/15/12	I	10/07/91	21 (frozen)	10/07/91
Sandra Drubin	I	01/04/96	17.5	01/04/96
Linda Householder	I	10/07/98	15	10/07/98
Patsy Hendry	I	05/17/99	14	05/17/99
Renee Scheller	I	06/01/99	14	06/01/99
Deborah Harp Layoff 6/30/07- 05/17/10	II	11/01/99	11	09/18/02
Shelly Stringer Layoff 6/30/07- 08/04/08	I	01/31/05	7	03/07/06
Jamal Lucky*	III	11/10/10	3	10/13/10
Debbie Faught*	II	11/10/10	3	07/31/09
Anna Cannon*	I	11/10/10	3	09/02/10
Beverly Baker*	III	11/10/10	3	08/31/10
Colleen Kearney*	III	11/10/10	3	08/31/10
Tina Bierne-Haas	I	02/15/11	2.5	02/15/11
Shelly Johnson	I	08/17/11	2	08/17/11
Becky Squanda	I	03/19/12	1	03/19/12
Norma Baxter	I	08/27/12	1	08/27/12
Jayne Seino	II	08/15/13	0	08/15/13
Carrie Wolford	I	11/04/13	0	11/04/13

For the 2013-2014 school year the secretaries work year will be reduced by two ten hour days. Those two days will be the last two days of scheduled work in June. For 52 week secretaries they must take those two days after students have been released in June, but prior to June 30, 2014. Media center aides will end their school year two days early.

For the 2014-2015 school year secretaries work year will be reduced by two additional ten hour days (4 fewer ten hour days than the 2012-2013 work year). The reduction of two of those ten hour work days will occur the first two report days in August. (Normal report time delayed by two days.) The other two ten hour days will occur the last two days of scheduled work in June. For 52 week secretaries they must take two ten hour days from between July 1, 2014 and the start of school and two additional ten hour days between the end of the school year and June 30. Media center aides start the school year two days later and end the school year two days sooner than in the 2012-2013 work year.

**SCHEDULE D—SECRETARY
CALENDAR
2013-2014 SCHOOL YEAR**

52 Week Sec. Other Unit Sec. Media Sec.

July 2013

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

July 4 Paid Holiday for 52 Week Secretaries in Pay Status on 7/3 and 7/8	18 W 1 H	0 W 0 H	E = 0 W 0 H
July 29 First Work Day for HS Counseling Office Secretary			S = 0 W 0 H

August 2013

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

August 5 First Work Day for Athletic Secretary	19 W 0 H	14 W 0 H	E = 0 W 0 H
August 12 First Work Day for Other Unit Secretaries			S = 0 W 0 H

September 2013

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

September 2 Labor Day Paid Holiday for All Secretaries in Pay Status on 8/30 and 9/3	20 W 1 H	20 W 1 H	E = 19.5 W 1 H
September 3 First Work Day for Media Secretaries			S = 20 W 1 H
Elementary Media Secretaries AM Only			
Secondary Media Secretaries Full Day			

() Pay Dates [] Holiday

¥ 10 Hour Days

**SCHEDULE D—SECRETARY
CALENDAR
2013-2014 School Year**

52 Week Sec. Other Unit Sec. Media Sec.

October 2013							October 31 Elementary Media Secretaries AM Only 23 W 0 H	23 W 0 H	E = 22.5 W 0 H S = 23 W 0 H																																										
<table border="1"> <tr> <td><i>Sun</i></td> <td><i>Mon</i></td> <td><i>Tue</i></td> <td><i>Wed</i></td> <td><i>Thu</i></td> <td><i>Fri</i></td> <td><i>Sat</i></td> </tr> <tr> <td></td> <td></td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>(11)</td> <td>12</td> </tr> <tr> <td>13</td> <td>14</td> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> </tr> <tr> <td>20</td> <td>21</td> <td>22</td> <td>23</td> <td>24</td> <td>(25)</td> <td>26</td> </tr> <tr> <td>27</td> <td>28</td> <td>29</td> <td>30</td> <td>31</td> <td></td> <td></td> </tr> </table>										<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>			1	2	3	4	5	6	7	8	9	10	(11)	12	13	14	15	16	17	18	19	20	21	22	23	24	(25)	26	27	28	29	30	31		
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>																																													
		1	2	3	4	5																																													
6	7	8	9	10	(11)	12																																													
13	14	15	16	17	18	19																																													
20	21	22	23	24	(25)	26																																													
27	28	29	30	31																																															

November 2013							November 15 Non-Work Day for All Media Secretaries 19 W 2 H	19 W 2 H	E = 18 W 2 H S = 19 W 2 H																																										
<table border="1"> <tr> <td><i>Sun</i></td> <td><i>Mon</i></td> <td><i>Tue</i></td> <td><i>Wed</i></td> <td><i>Thu</i></td> <td><i>Fri</i></td> <td><i>Sat</i></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td>2</td> </tr> <tr> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>(8)</td> <td>9</td> </tr> <tr> <td>10</td> <td>11</td> <td>*12</td> <td>*13</td> <td>*14</td> <td>15</td> <td>16</td> </tr> <tr> <td>17</td> <td>18</td> <td>19</td> <td>20</td> <td>21</td> <td>(22)</td> <td>23</td> </tr> <tr> <td>24</td> <td>25</td> <td>26</td> <td>27</td> <td>[28]</td> <td>[29]</td> <td>30</td> </tr> </table>										<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>						1	2	3	4	5	6	7	(8)	9	10	11	*12	*13	*14	15	16	17	18	19	20	21	(22)	23	24	25	26	27	[28]	[29]	30
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>																																													
					1	2																																													
3	4	5	6	7	(8)	9																																													
10	11	*12	*13	*14	15	16																																													
17	18	19	20	21	(22)	23																																													
24	25	26	27	[28]	[29]	30																																													
November 28-29 Thanksgiving Break Paid Holidays for All Secretaries in Pay Status 11/27 and 12/2 <u>*Conferences</u> Elementary - Nov. 12 and 14 Secondary - Nov. 13 and 14																																																			

December 2013							December 23-31 Winter Break Paid Holidays for All Secretaries in Pay Status on 12/20 and 1/06	15 W 7 H	15 W 7 H	E = 15 W 7 H S = 15 W 7 H																																										
<table border="1"> <tr> <td><i>Sun</i></td> <td><i>Mon</i></td> <td><i>Tue</i></td> <td><i>Wed</i></td> <td><i>Thu</i></td> <td><i>Fri</i></td> <td><i>Sat</i></td> </tr> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>(6)</td> <td>7</td> </tr> <tr> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> <td>13</td> <td>14</td> </tr> <tr> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> <td>(20)</td> <td>21</td> </tr> <tr> <td>22</td> <td>[23]</td> <td>[24]</td> <td>[25]</td> <td>[26]</td> <td>[27]</td> <td>28</td> </tr> <tr> <td>29</td> <td>[30]</td> <td>[31]</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>											<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>	1	2	3	4	5	(6)	7	8	9	10	11	12	13	14	15	16	17	18	19	(20)	21	22	[23]	[24]	[25]	[26]	[27]	28	29	[30]	[31]				
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>																																														
1	2	3	4	5	(6)	7																																														
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15	16	17	18	19	(20)	21																																														
22	[23]	[24]	[25]	[26]	[27]	28																																														
29	[30]	[31]																																																		

() Pay Dates [] Holiday

**SCHEDULE D—SECRETARY
CALENDAR
2013-2014 School Year**

52 Week Sec. Other Unit Sec. Media Sec.

January 2014

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

January 1-3 Winter Break	19 W 4 H	19 W 4 H	E = 18 W 4 H
Paid Holidays for All Secretaries in Pay Status on 12/20 and 1/06			S = 16.5 W 4 H
January 20 MLK Holiday - No Students Non-Work Day for All Secretaries			
January 22-24 Secondary Media Secretaries Am Only			
January 27 Non-Work Day for All Media Secretaries			

February 2014

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

February 14-17 Mid-Winter Break	18 W 2 H	18 W 2 H	E = 18 W 2 H
Paid Holidays for All Secretaries in Pay Status on 2/13 and 2/18			S = 18 W 2 H

March 2014

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

March 4 HS Media Secretary Am Only	20 W 0 H	20 W 0 H	E = 20 W 0 H
*Conferences Elementary - March 31			S = 20 W 0 H

() Pay Dates [] Holiday

**SCHEDULE D—SECRETARY
CALENDAR
2013-2014 School Year**

52 Week Sec. Other Unit Sec. Media Sec.

April 2014						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
		*1	*2	3	4	5
6	[7]	[8]	[9]	[10]	[(11)]	12
13	14	15	16	17	[18]	19
20	21	22	23	24	(25)	26
27	28	29	30			

<p>April 7-11 Spring Break</p> <p>Paid Holidays for All Secretaries in Pay Status on 4/4 and 4/14</p> <p><u>*Conferences</u> Elementary - April 2 Secondary - April 1 and 2</p> <p>April 4 and 24 Non-Work Days for All Media Secretaries</p>	16 W 6 H	16 W 6 H	E = 15 W 6 H S = 15 W 6 H
---	---------------------------	---------------------------	--

May 2014						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
				1	2	3
4	5	6	7	8	(9)	10
11	12	13	14	15	16	17
18	19	20	21	22	(23)	24
25	[26]	27	28	29	30	31

<p>May 26 Memorial Day</p> <p>Paid Holiday for All Secretaries in Pay Status on 5/23 and 5/27</p>	21 W 1 H	21 W 1 H	E = 21 W 1 H S = 21 W 1 H
--	---------------------------	---------------------------	--

June 2014						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
1	2	3	4	5	(6)	7
8	9	10	11	12	13	14
15	¥16	¥17	¥18	¥19	(20)	21
22	¥23	¥24	¥25	¥26	27	28
29	¥30					

<p>June 10* Last Work Day for Secondary Media Secretaries</p> <p>June 11* Last Work Day for Elementary Media Secretaries Am Only</p> <p>June 13* Last Work Day for Athletic Secretary Am Only</p> <p>June 19* Last Work Day for All 45 Week Secretaries—1/2 day (5 hours)</p> <p>June 26* Last Day for MS 8 Hour Secretary—1/2 day (5 hours)</p> <p>July 3* Last Day for HS Counseling Office Secretary—1/2 day (5 hours)</p> <p><small>*Warehouse (2) and HS Counseling Secretaries (2) 10-Hour Days June 17, 2014 - June 30, 2014</small></p>	19 W 0 H	14 W 0 H	E = 8 W 0 H S = 8.5 W 0 H
<p>*Subject to State Attendance Requirements and Article 20, Section 9</p>			

() Pay Dates [] Holiday
¥ 10 Hour Work Days

2013-2014

() indicates pay dates

52 Week Secretaries have 26 pay dates beginning on 07/05/2013.

All other Unit Secretaries have 23 pay dates beginning on 08/16/2013.

Media Secretaries have 20 pay dates beginning on 09/13/13.

	52 Week Secretaries	Other Unit Secretaries	Media Secretaries	
			Elementary	Secondary
Workdays	227	199	175	176
Paid Holidays	24	23	23	23

52 Week Secretaries work year round as scheduled.

Media Secretaries regular work year is scheduled per calendar.

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

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

Grievance Number _____

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

GRIEVANCE REPORT

Submit to Supervisor in Triplicate

Building	Assignment	Name of Grievant	Date Filed

Date of STEP ONE Discussion: _____

STEP TWO

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought

Signature Date

Signature Union Representative Date

C. Disposition by Supervisor or appropriate designee _____

Signature Date

D. Position of Grievant and/or Union _____

Signature Date

STEP THREE

A. Date Received by Superintendent's designee _____

B. Disposition of Superintendent's designee _____

Signature Date

C. Position of Grievant and/or Union _____

Signature Date

STEP FOUR

A. Date received by Superintendent of Schools _____

B. Disposition by Superintendent _____

Signature Date

C. Position of Grievant and/or Union _____

Signature Date

STEP FIVE

A. Date submitted to arbitration _____

B. Decision of Arbitrator _____

Date of Decision

Flushing Community Schools
Dental Benefit Program

<u>Basic Services</u>	80% of R&C*
<i>Basic Services Include Services Such As:</i>	
Examinations	
Cleaning (Prophylaxis)	
Fillings]	
Fluoride Treatment (to age 18)	
Periodontics	
Diagnostic X-Rays	
Oral Surgery and Anesthetics	
Root Canals (Endodontics)	
Lifetime Deductible	\$0
<u>Major Services</u>	80% of R&C*
<i>Major Services Include Services Such As:</i>	
Inlays	
Crowns and/or Bridges	
Dentures (Full or Partial)	
Crown and/or Bridge Repair	
Annual Deductible	\$0
Combined Annual Maximum	\$1,000 per year/per person - Total Benefit
<u>Orthodontic Services (to age 19)</u>	80% of R&C*
Deductible	\$0
Lifetime Maximum	\$1,300 per person

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

Flushing Community Schools
Vision Benefit Program

Benefits:

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

APPENDIX H

PROHIBITED LANGUAGE

ARTICLE 2 - AGENCY SHOP and DUES CHECK OFF

Section 2 - Agency Shop

(a) Service Fees

Each employee shall, as a condition of employment:

1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or
2. Pay a service Fee to the Union. The Service Fee shall not exceed the amount of union dues collected from union members

(b) Objections Policy

The established Union "Policy regarding Objections to Political-Ideological Expenditures" along with accompanying Administrative Procedures (including the timetable for payment) applies only to non-union bargaining unit members.

The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Section shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. The Union will indemnify and save harmless the Board (to the extent permitted by law) for any and all costs incurred as a result of any challenge to this provision. Legal counsel will be selected by the Union with the approval of the Board. Such approval shall not be unreasonably withheld. The Union shall receive timely notice from the Board of any challenge to this provision.

Section 7

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

Section 13

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