

Bedford Public Schools

Bedford Secretarial
Association

Master Agreement

July 1, 2012

To

December 31, 2016

Bedford Secretary Association

2012-2016 Master Agreement Table of Contents

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AGREEMENT

This agreement entered into this first day of July, 2012, by and between the Board of Education of the Bedford Public Schools, hereinafter called the "Board" and the Bedford Secretarial Association MEA/NEA (Michigan Education Association/National Education Association), hereinafter called the "Association".

This agreement shall not prevent an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. Furthermore the act does not confer a right to bargain that would infringe on the exercise of powers under the local government and school district fiscal accountability act. Any provisions required therein are prohibited subjects of bargaining under the act. *[This new provision is mandated to be included in all new collective bargaining agreements. It is irrelevant as to whether the Union or the District agreed or disagreed to its inclusion. See MCL 423.215, et al]*

WITNESSETH

Whereas, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the recognized organization as the representative of its secretarial personnel with respect to hours, wages, terms, and conditions of employment.

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

ARTICLE 1 – RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Act 379, Public Acts of 1965, for all personnel engaged in secretarial and clerical work including bookkeepers, payroll personnel, secretaries, and switchboard operators, excluding the Assistant to the Superintendent.
- B. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "secretaries," and reference to female personnel shall include male personnel.
- C. The Board agrees not to negotiate with any secretaries' organization other than the Association for the duration of this agreement.

ARTICLE 2 – EMPLOYEE'S RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every secretary shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for their mutual aid and protection. As duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, coerce any secretary

in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitution of Michigan and the United States. That it will not discriminate against any secretary with respect to hours, wages, any terms or conditions of employment by reason of her/his membership in the Association, her/his participation in any activities of the Association, or collective professional negotiations with the Board, or her/his institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

- B. The Board agrees to deduct the Association dues once each pay for 19 pay periods beginning in the third pay of the school year and ending in June, from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employer by the treasurer of the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the treasurer by the first of the succeeding month, after such deductions are made. This authorization shall be irrevocable during the term of this agreement. In the event the secretary does not authorize payroll deduction or make payment directly to the Association, the Board shall notify such secretary of termination of her/his employment ten (10) working days hence unless she/he complies with the terms of this agreement.

The Association will save the Board harmless from all cost resulting from this action.

Authorization for Payroll Deductions

I hereby request and authorize you to deduct from my earnings an amount established by the Association as annual dues. The amount deducted shall be paid to the treasurer of the Association.

By: _____
(Employee)

To: _____
(Employer)

Effective Date: _____

- C. The Board specifically recognizes the right of its secretaries appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC) or mediator for such public agency or an arbitrator appointed pursuant to the provision of this agreement.
- D. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings under the same policies as other organizations in the District.
- E. Reasonable use of the inter-school mail, school typewriters, computers, internet access and school duplicating machines shall be made available to the Association and its

members for notices and news of Association business. The Association shall pay for the cost of all materials and supplies incident to such use.

- F. Stationery and stamps are not provided to the secretaries for use in conducting personal business.
- G. School telephone use will be allowed only in emergency situations. Secretaries will be required to place all long distance calls on their personal telephone credit cards, etc., at no cost to the District.
- H. The private and personal life of any secretary is not within the appropriate attention or concern of the Board except as it impinges upon her ability to do her/his job.
- I. The Association will be given seven (7) non-accumulative days each year to use for Association business. Request for the non-accumulative Association business days shall be made from the President of the BSA to the at least three (3) days in advance.
- J. The Association's negotiating team members, designated by the President, shall be released with no loss of pay, to attend any negotiation event scheduled by the administration during working hours.
- K. Updated job descriptions will be jointly developed between all BSA members and their administrator on an annual basis no later than June 1 of each year.

ARTICLE 3 - BOARD'S RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the school District, hereby retains and reserves unto itself, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws of the state, the constitution of the State of Michigan and/or include, by way of illustration and not by way of limitation, the rights to:
 - 1. Manage and control its business, its equipment, and its operations and direct the working forces and affairs of the entire school system within the boundaries of the school District of Bedford;
 - 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing;
 - 3. Direct the working force, including the right to establish and/or determine positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees;
 - 4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods, and processes of carrying on the work;
 - 5. Determine the qualifications of employees;
 - 6. Adopt rules and regulations;

7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, division or sub-divisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;
 8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
 9. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization; and
 10. Determine policies affecting the selection or training of employees.
- B. It is further recognized that the Board, in meeting such responsibility and exercising its powers and rights, acts through its administrative staff.
- C. The listing of specific management rights in this agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.
- D. The Board shall continue to have the exclusive right to establish, modify, or change any conditions except those covered by provision of this Master Agreement.
- E. The Board agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual orientation, marital status, physical characteristics, or handicap, or place of residence.

ARTICLE 4 – WAGES¹

A. Wages:

Hourly Wage Rates

****Schedule A****

If District has an audited general fund balance of less than 2.5% = 2011-12 wages

July 1, 2012 through December 31, 2016

	<u>Level A</u>	<u>Level B</u>	<u>Level C</u>
<u>Step 1</u>	<u>\$14.65</u>	<u>\$13.91</u>	<u>\$13.18</u>
<u>Step 2</u>	<u>\$14.97</u>	<u>\$14.26</u>	<u>\$13.53</u>
<u>Step 3</u>	<u>\$15.36</u>	<u>\$14.63</u>	<u>\$13.88</u>
<u>Step 4</u>	<u>\$15.77</u>	<u>\$15.05</u>	<u>\$14.29</u>
<u>Step 5</u>	<u>\$16.10</u>	<u>\$15.37</u>	<u>\$14.66</u>
<u>Step 6</u>	<u>\$16.49</u>	<u>\$15.73</u>	<u>\$14.97</u>
<u>Step 7</u>	<u>\$16.83</u>	<u>\$16.12</u>	<u>\$15.42</u>
<u>Step 8</u>	<u>\$17.64</u>	<u>\$16.89</u>	<u>\$16.16</u>

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¹ There will be a wage freeze for each year that the district is in deficit, and until the District is out of deficit by an audited general fund balance of at least 2.5%. At the end of the term of this Agreement, members shall be frozen at whatever salary and step level they are at for 2015-2016 until such time as a successor agreement is negotiated.

Hourly Wage Rates
****Schedule B****

If District has an audited general fund balance of 2.5% or more = 3.5% hourly wage increase

July 1, 2013 through December 31, 2016

	<u>Level A</u>	<u>Level B</u>	<u>Level C</u>
<u>Step 1</u>	<u>\$15.16</u>	<u>\$14.40</u>	<u>\$13.64</u>
<u>Step 2</u>	<u>\$15.49</u>	<u>\$14.76</u>	<u>\$14.00</u>
<u>Step 3</u>	<u>\$15.90</u>	<u>\$15.14</u>	<u>\$14.37</u>
<u>Step 4</u>	<u>\$16.32</u>	<u>\$15.58</u>	<u>\$14.79</u>
<u>Step 5</u>	<u>\$16.66</u>	<u>\$15.91</u>	<u>\$15.17</u>
<u>Step 6</u>	<u>\$17.07</u>	<u>\$16.28</u>	<u>\$15.49</u>
<u>Step 7</u>	<u>\$17.42</u>	<u>\$16.68-</u>	<u>\$15.96</u>
<u>Step 8</u>	<u>\$18.26</u>	<u>\$17.48</u>	<u>\$16.73</u>

B. Incentive for Educational Attainment:

Both parties recognize that the attainment of higher education goals is both desirable and conducive to the overall improvement of the education community. Therefore, the District will add the following incentive to the Master Agreement for education directly related to their bargaining unit position.

<u># of College Credits</u>	<u>Added Compensation per hour</u>
Associate's Degree	\$.15
Bachelor's Degree	\$.35

C. Exempted employee work stipend - \$1.50 per hour (Limited to Administrative Assistant to the Superintendent).

D. The following job classifications in central administration have a thirty (\$.30) cent per hour increase permanently added to their respective base hourly rate. They are:

- Secretary to the Director of Human Resources & Labor Relations,
- Payroll Secretary;
- Human Resources SEMS/Insurance Secretary;
- Switchboard Receptionist; and
- Secretary to CFO.

E. "Step" is defined as an employee's completion of a calendar year of employment, i.e. anniversary date.

F. Job Classification for Office Personnel – **See Schedule A.**

ARTICLE 5 - HOLIDAYS

The following days shall be paid holidays:

Labor Day	Christmas Day	President's Day
Thanksgiving Day	New Year's Eve	Good Friday
Day after Thanksgiving	New Year's Day	Memorial Day
Christmas Eve	Martin Luther King Day	

and Independence Day as it affects the regular employees working over the holiday period. Less than 12-month secretaries must work either the day before or day after to receive pay for July 4th. Employees on leave of absence without pay shall not be paid for holidays occurring during said leave. Probationary secretaries are entitled to receive holiday pay.

ARTICLE 6 – OVERTIME

- A. Overtime is defined as paid time beyond eight (8) hours per day or forty (40) hours per week.
- B. Overtime work will be compensated for at one and one half (1 1/2) times the employee's regular hourly rate.

A minimum of two (2) hours overtime credit will be paid for call back time for evening, Saturday, Sunday or holiday work which is authorized even if less than two (2) hours of service is rendered.

- C. In the event a change in the time keeping system is considered, the parties will meet and bargain such a change.

ARTICLE 7 - VACATION TIME

- A. Vacation days shall be provided to secretaries according to the following schedule. Starting the 2011-2012 contract year, the days that would have been accumulated according to the index below will be granted up front to each employee and will be posted on July 1. Any discrepancies brought to the attention of the Personnel Office will be corrected according to the employee's records. Accrual of vacation days shall follow the below index:

	10 Month Assignment # of days accrued/month	11 Month Assignment # of days accrued/month	12 Month Assignment # of days accrued/month
0-through completion of 5 years	1.0 (10 days max)	1.0 (11 days max)	1.0 (12 days max)
6-through completion of 12 years	1.5 (15 days max)	1.5 (16 days max)	1.5 (17 days max)
13+ years	2.0 (20 days max)	2.0 (21 days max)	2.0 (22 days max)

- B. The term "days" when used in this section shall be working days.

- C. Permission to use accumulated vacations day(s) must be secured from the immediate supervisor/administrator. Any request for vacation in excess of 10 days must be secured from the Director of Human Resources & Labor Relations .
- D. Twelve (12) month employees will receive two (2) added vacation days to be posted July 1 of each year.
- E. Eleven (11) month employees will receive one (1) added vacation day to be posted July 1 of each year.
- F. Secretaries may carry over up to a maximum of ten (10) unused posted vacation days for usage in the following year only.
- G. In the case of a resignation or retirement from service, vacation time will be prorated according to what the employee would have earned via the accrual of vacation days index noted in Art 7 A. The resigning or retiring employee will not be eligible for days not actually "earned" that nevertheless were posted on July 1.
- H. Vacation, sick, and Personal Business day balances must be kept current and verified at the end of each month. A hard copy of the balances must be given to the BSA member by the 8th day of the following month. If there is a discrepancy, resolution with back up documentation must be completed within one week of the date it was discovered and a meeting with the Secretary shall occur. If agreement cannot be reached between the Secretary and H/R then Article 7-A sentence three, will be adhered to. Any discrepancies brought to the attention of the Personnel Office will be corrected according to the employee's time sheet.
- I The District shall not cap the number of vacation days that an employee may carryover per Article 7-F. However, the Association members shall not be able to sell back any vacation days. This provision shall remain in effect even after the Agreement expires, and until a new Agreement is re-negotiated unless the district is out of deficit with at least a 2.5% audited general fund balance for the 2015-16 school year.

ARTICLE 8 - HOURS OF WORK

- A. The hours of regularly scheduled workdays shall be established by the administration and shall not exceed eight (8) hours per day for any classification. The normal work week shall not exceed forty (40) hours per week, Monday through Friday, for any classification.
- B. The administration reserves the right, as operational needs and conditions require, to establish and change hours of work, shifts, and schedule of hours in cases of emergency, such as: fire, tornado, flood, or explosion that directly affects operational procedure of the school.

- C. All full time secretaries shall be entitled to a duty free, uninterrupted thirty (30) minute lunch period.
- D. Full time secretaries will be provided a fifteen (15) minute paid relief time in the morning and in the afternoon. This shall not be reduced by minimal time used for personal business, restroom breaks, etc. These breaks may be used in conjunction with lunch with the approval of the supervisor.
- E. Summer hours: Twelve (12) month position eight (8) hour per day employees shall have one (1) hour for lunch and a seven (7) hour work day with no reduction in pay during the time less than twelve (12) month employees are not scheduled to work.
- F. When students are not in session, all secretarial employees shall be allowed one (1) hour for lunch with no reduction in pay.
- G. Employees working more than five (5) hours per day will have one (1) thirty (30) minute duty free uninterrupted unpaid lunch period. Employees working four (4) hours or more will receive one (1) fifteen (15) minute paid relief time.
- H. When a need arises and a secretary is requested to work on a legal Holiday or paid day off, the secretary who holds the position will be offered it first. If she turns the hours down, the member with the highest seniority in the building will be offered the work.
- I. By June 1 of each year, all part-time and less than 12 month bargaining unit employees shall sign a list indicating an interest in receiving summer (beyond normally scheduled work year) hours. Interested persons shall be called by the District by seniority order and must be available to work the entire position for the day; no split assignments will be allowed. The subbing list shall be sent to the entire membership by the last day of school.

ARTICLE 9 – FLEXTIME

Under limited circumstances, an employee may make arrangements to schedule flextime for a particular day, under the following conditions:

- A. Except in cases of emergency, the time must be requested from the immediate supervisor at least twenty-four (24) hours in advance.
- B. The time must normally be for four (4) hours or less.
- C. Make-up time must be within the payroll period in which the flextime is used. Such make-up time must be declared in advance when requesting flextime.
- D. All flextime is contingent upon mutual agreement and every effort will be made to accommodate reasonable flextime requests. No grievance may be brought by the employee nor discipline assessed by the employer for failure to agree to flextime.

ARTICLE 10 - INCLEMENT WEATHER AND ACTS OF GOD

- A. On extremely hazardous driving days when school has been delayed or called off, secretaries will be given a maximum of one and one-half (1 ½) hours leeway to report to work before being docked providing notification is given. The maximum use of one and one-half (1-½) hours leeway to report to work is not automatic when school is delayed or canceled.
Upon a secretary being delayed, the secretary shall contact her/his immediate supervisor(s) or the District absence notification number. Every effort and reasonable attempt shall be made by the secretary to not be delayed by inclement weather on school delays or cancellation. The maximum use of one and one-half (1-½) hours leeway to report to work is not automatic when school is delayed or canceled.
- B. Members of the bargaining unit shall receive the first two inclement weather or Act of God days paid. In case of additional inclement weather or Act of God days, a personal business days, vacation days, days without pay or sick leave days may be utilized. If a member of the bargaining unit is requested to work by an administrator on inclement weather days so as not to receive the two paid inclement weather days, such member shall receive one (1) additional personal business day for each inclement weather or Act of God day worked. In addition, such bargaining unit member will receive pay at one and one half (1-½) times the employee's regular hourly rate for all hours worked on such inclement weather or Act of God days.
- C. Hourly employees who report to work as scheduled on inclement weather days and Act of God Days after the two paid inclement weather days will be paid for actual time worked, subject to Section A of this article.
- D. Inclement weather and Act of God Days can only be used by the BSA member if she/he is scheduled to work that day.

ARTICLE 11 – RESPONSIBILITY

Secretaries shall be directly responsible to their immediate supervisor, her/his assistant, and all administrators so designated by the Superintendent of Education or the Director of Human Resources & Labor Relations.

ARTICLE 12 - VACANCIES AND PROMOTIONS

- A. All vacancies and newly created positions on the secretarial staff will be posted by the Personnel Office and a copy sent to each member of the Association. This includes any position of more than four (4) weeks duration regardless of the number of hours worked, but does not include student help. All postings will be reviewed with the BSA President before being posted.

- B. When all vacancies occur, the Director of Human Resources and Labor Relations will notify the Association President within two business days of such vacancies and the vacant position will be posted within five (5) business days. The position will be posted internally for not less than 5 days and consideration given to members of the Bedford Secretarial Association wishing to transfer to the vacated position. All secretaries applying within the posted period will be granted an interview. All applicants from within the system shall be interviewed within ten (10) working days of the ending of the posting period. Awarding of the vacant position will occur within 5 days of the last interview. If the internal applicant(s) is not selected for the position, they shall be sent a written explanation from the Director of Human Resources and Labor Relations stating the reason(s) they were not selected. In the event no BSA member applies within the posted time, or is accepted following internal interviews, external applications will be accepted and candidates interviewed no sooner than 72 hours after the completion of internal interviews.
- C. No vacancy shall be filled, except on a temporary basis in case of emergency, until such vacancy shall have been posted at least five (5) school days from the date of distribution during the school year and within seven (7) calendar days from the date of distribution during the non-school months. In the event an employee is absent during the posting period, and desires to apply for the vacancy, the Union President or designee may submit an application on the employee's behalf during the five (5) day posting period.
- D. A regular employee temporarily assigned to a position in a higher classification shall be paid at the appropriate step and classification for the position to which she/he is temporarily assigned.
1. When the employer chooses to temporarily assign an employee to a position in a higher classification, she/he shall perform all duties/responsibilities of that respective position.
 2. Before receiving compensation at the higher rate, the employee temporarily assigned to a position in a higher classification shall be assigned in that position a minimum of two (2) or more consecutive hours.
 3. This section is applicable only when an employee is temporarily assigned to a position of higher classification to replace, not assist/help/aid the secretary in a higher classification, in which case no additional compensation will be granted as assisting others is an expectation of the job.
- E. Notification of all appointments shall be sent to each member of the Association by the President of the Association/Director of Human Resources and Labor Relations following the appointment.
- F. Any probationary employee or regular employee may not make formal application on another District Bedford Secretarial Association position/vacancy until six (6) calendar months in the current position. Special or unusual circumstances may exist, whereby mutual consent of the employee and employer may grant special approval.

- G. The parties recognize the importance of providing training to secretaries who accept new positions within the District.
The Board agrees that when a secretary transfers to a new position, the supervising administrators will work cooperatively to ensure a smooth transition. Within the first thirty (30) days after the transfer, the new secretary will be given the opportunity to train with the secretary who previously held the position whenever practical on an as needed basis.
Upon conclusion of the first thirty (30) days, training will be addressed whenever necessary.
- H. No employee will be involuntarily transferred except in critical or emergency situations.
- I. Current BSA positions will be posted when there is a change in job classification and/or an increase/decrease of one (1) hour or more.
- J. If a current BSA position is occupied, and it is posted for any reason, that member holding that position must bid on that position to retain her right to the position, if so desired.

ARTICLE 13 - DISCIPLINARY ACTION AND DISCHARGE

- A. Both parties to this Agreement recognize that communication is critical to good employer/employee relations and an efficient work place. Except in the case of serious misconduct, verbal communication should always be considered the initial step in the disciplinary process. It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members:
 - 1. Written warning by an appropriate administrator;
 - 2. Written reprimand by an appropriate administrator;
 - 3. Suspension with pay pending a “just cause” hearing (in cases where such a hearing is necessary);
 - 4. Suspension without pay;
 - 5. Dismissal.

The parties recognize that some infractions may be so serious as to warrant skipping one or more steps in the process.

- A. Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee within five (5) working days. The employees, at his/her option, may notify the Union. Among the causes which may be deemed sufficient for dismissal, suspension, demotion, or other disciplinary action are the following:
 - 1. Unauthorized or excessive absence from work;
 - 2. Commitment or conviction of any criminal act;

3. Conduct unbecoming any employee in the public service;
 4. Disorderly or immoral conduct;
 5. Incapacity due to mental or physical disability;
 6. Incompetency or inefficiency;
 7. Insubordination;
 8. Bringing intoxicants/drugs into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating beverage in any degree whatsoever;
 9. Neglect of duty;
 10. Negligence or willful damage to school property, waste, or misappropriation of public supplies or equipment;
 11. Willful violation of any lawful regulation;
 12. Deliberate falsification of records and reports;
 13. Violation of the District's smoking policy;
 14. Conviction of a misdemeanor or felony regarding pedophile.
- C. All dismissals shall be without pay. No suspension shall be effective for a period of more than ten (10) working days without prior approval of the Director of Human Resources & Labor Relations.
- D. An employee may be dismissed, suspended, or disciplined pending investigation and discussion, and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, except where an arbitrator determines that a lesser award is appropriate, including litigation of damages.
- E. If the dismissal or suspension is sustained under the procedures outlined in the grievance procedure, the employee shall be deemed dismissed as of the date of dismissal or suspension.
- F. Any suspended employee shall leave the premises and shall remain away until such dismissal or suspension is lifted or cleared.
- G. In any case of dismissal, suspension, or disciplinary action, the employee, if he/she so desires, may request an investigation. This request must be written and presented within five (5) working days from the date of dismissal, suspension or disciplinary action. Appeal from discharge or suspension must be heard within five (5) working days and a decision reached within fifteen (15) working days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) working days, the case shall then be taken up as provided in the grievance procedure.
- H. A bargaining unit member will have the right to review the contents of all personnel records of the District pertaining to said bargaining unit member originating after initial employment, and to have a representative of the Union accompany him/her in such review. The District shall also have the right to have a representative present during such review. Letters of reprimand shall not be placed in the individual employee's file before a hearing attended by the employee and supervisor. A Union representative may be present if requested by the employee.

- I. A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the District. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised of said possibility.

ARTICLE 14 – RESIGNATION²

A. Any secretary resigning shall file a written resignation with the Office of Human Resources and Labor Relations at least ten (10) working days prior to the effective date.

B. Sick Days

1. Upon Resignation - Any secretary with ten (10) years of experience will be paid \$35.00 a day for each unused/earned sick leave day not to exceed one-hundred (100) days.
2. Upon Death - All unused/earned sick days will be paid at the rate of \$35.00 per day and will be paid to their estate in accordance with state and federal laws.

C. Vacation Days

1. Upon Resignation - Any secretary who voluntarily discontinues her services will be paid all unused/earned vacation days at their current rate of pay.
2. Upon Death - All unused/earned vacation days will be paid at their current rate of pay to their estate in accordance with state and federal laws.

D. Personal Business Days

1. Upon Resignation - Any secretary with ten (10) years of experience will be paid all unused/earned personal business days at their current rate of pay.
2. Upon Death - All unused/earned personal business days will be paid at their current rate of pay to their estate in accordance with state and federal laws.

ARTICLE 15 - RETIREMENT³

A. Employer's Contribution

Increases in the Employer's portion of Michigan Retirement (MPSERS) and the Federal Insurance Contributions Act (FICA) will be paid by the District.

B. Sick Days

1. If retirement is announced by March 1 of the current school year, a secretary will be paid at the rate of seventy-five dollars (\$75.00) per day for all unused/earned sick leave days up to a maximum of six-thousand dollars (\$6,000.00).

² Resignation is defined as not being able to retire under the current rules of the Office of Retirement Services (ORS)

³ Retirement is defined as being able to retire under the current rules of the Office of Retirement Services (ORS)

2. If retirement is announced after March 1 the secretary will be paid \$35.00 a day for each unused/earned sick leave day not to exceed one-hundred (100) days.

C. Vacation Days

All unused/earned vacation days will be paid at their current rate of pay.

D. Personal Business Days

All unused/earned personal business days will be paid at their current rate of pay.

ARTICLE 16 – SENIORITY AND BUMPING

“Seniority” means a secretary's length of service with the Bedford Public School System from her/his first date of hire as an employee covered by this agreement.

- A. Seniority shall be granted to all employees covered by this Master Agreement.
- B. All new employees shall be considered probationary for sixty (60) workdays from date of hire. During such probationary period, employees may be discharged without constituting a breach of this agreement, except as provided in the non-discriminatory clause. At the end of their probationary period, employees shall be placed on the seniority list, as of their first day of hire.
- C. An employee shall be terminated and lose her/his seniority within all classifications if:
 1. The employee quits;
 2. The employee is discharged and not reinstated through the grievance procedure;
 3. The employee fails to report for work on the first regularly scheduled workday in which the employee is scheduled to report back to work, following a leave of absence, or fails to secure an approved extension of a leave of absence. Mitigating circumstances will be considered by the Board;
 4. The employee falsifies personnel records, medical history, criminal record, or falsifies the reason for a leave of absence; or
 5. The employee is employed elsewhere during a leave of absence without the knowledge of the employer.
- D. An up-to-date seniority list shall be provided to the President of the Association, semi-annually, by the Board.
- E. Bumping Procedure:

1. If a secretary's position is eliminated, or his/her hours are cut by 15% or more pursuant to Article 18 - Reduction of Hours, the secretary may bump into a position in any classification, provided the secretary has greater seniority than the individual being bumped, and provided the employee has the necessary qualifications and ability to perform the job. Secretaries involved in the bumping procedure shall serve a probationary period of forty (40) working days from the date of hire in the new position. Decision regarding performance shall be made by the immediate supervisor and the personnel coordinator. A secretary who bumps into a position but is unsuccessful in completing the probationary period shall be eligible to bump into another position.
2. The more senior employee seeking to bump a less senior employee in accordance with this section must give notice of intent to exercise her/his bumping rights five (5) days prior to her/his termination date or date when the cut in hours will take effect, by submitting in writing her/his intent to the Director of Human Resources & Labor Relations. Each bumped employee may exercise bumping rights in accordance with this section within three (3) days by submitting in writing her/his intent to the Director of Human Resources & Labor Relations. If the employee fails to give such notice she/he will forfeit her/his right to exercise seniority in the above manner and must take the layoff.

ARTICLE 17 – LAYOFF AND RECALL

Layoff shall be defined as a reduction in the size of the workforce beyond normal attrition.
Layoff shall begin with:

1. Probationary employees;
 2. Employees with the least amount of service (seniority).
- A. Any secretary facing layoff shall be given a two (2) week notice in writing except in case of strikes by other employee groups and other factors beyond the control of the Board.
- B. The Board's decision to reduce staff or close facilities during student vacation periods is not to be affected by the layoff clause.
- C. RECALL:
1. Employees shall be recalled according to seniority in the inverse order of layoff, provided said employee to be recalled has the necessary qualifications and the ability to perform the job.
 2. A secretary who has been laid off will be notified of recall to work by certified mail. In the event a secretary fails to make herself/himself available for work at the end of fifteen (15) working days, she/he will lose her/his seniority rights. Any secretary who has been laid off for one (1) year must give evidence of fitness for employment before being re-employed.

ARTICLE 18 – REDUCTION OF HOURS

- A. Before the School District reduces secretarial hours, the Association shall be allowed to present to the employer plans for alternatives.
- B. Where qualifications are equal as determined by the Board, the reduction of hours will be by seniority.
- C. In the event a Bedford Secretarial Association member's hours are reduced by fifteen percent (15%) cumulatively within a four year period, the reduced hourly member will have the right to replace any lesser seniority Bedford Secretarial Association member. See Article XVI, Section E. - Bumping procedure.
- D. Any prior forbearance by the Bedford Secretarial Association in not grieving any cuts of hours and benefits shall not be admissible as past practice in any future grievance and/or arbitration.

ARTICLE 19 - CHANGES IN EMPLOYEE POLICIES

- A. Any change in employee policies not directly affecting wages, hours, or conditions of employment as stated in this agreement will be handled in the following manner:
 - 1. Discussion between the Director of Human Resources & Labor Relations and the President of the Association regarding proposed changes in employee policies.
 - 2. Notification of any changes in employee policies affecting Association members will be sent to each Association Member and the BSA President indicating the date on which the change will become effective.

ARTICLE 20 - PERSONAL BUSINESS DAYS

- A. The parties agree there may be personal conditions or circumstances, which may require a secretary's absence. The Board agrees to grant a maximum of one (1) personal business days per school year for all BSA members with less than 10 years seniority and a maximum of two (2) personal business days per school year for BSA members with 10 years seniority or greater. *(Starting the 2013-14 School Year the above language applies and continues unless following the 2015-2016 school year the district has an audited general fund balance of at least 2.5%.*
 - 1. This leave shall be used only in situations of urgency, for the purpose of conducting business which cannot be transacted on the weekend, after working hours, or during vacation periods.
 - 2. At least 24-hour notification to the immediate supervisor will be provided by the BSA member when using Personal Business Days via e-mail or phone call. The BSA member is responsible for inputting their absence into the attendance system.

3. In the event some unusual circumstance should necessitate the use of a personal business day on a day otherwise covered in this paragraph, special permission shall be requested from the Director of Human Resources and Labor Relations.
 4. Such leave shall not be used for seeking other employment, rendering service or working either with or without remuneration for themselves or for anyone else, for hunting, for fishing, or other vacation or recreational activities. It is further understood such leave shall not be granted for the first day or the last day of the school year, nor on the working day immediately preceding or following a vacation period, school break, unpaid leave of absence, or holiday.
 5. No less than one half (1/2) personal business day may be used at any one time.
- B. Unused personal business days shall be added to accumulated sick leave days at the end of each contract year, except that up to one (1) day shall be carried over to create up to three (3) days for less than 10 year employees and up to 4 days for greater than 10 year employees for the following year. Upon retirement, all unused personal business days shall be added to sick leave days.

ARTICLE 20.1 – LEAVE OF ABSENCE

- A. A secretary desiring a leave of absence shall present in writing to her/his immediate supervisor her/his request for a leave at least ten (10) days prior to the effective date, indicating the reason for her/his request and the length of time required. In case of emergency, the required waiting period may be waived. No leave shall be granted for longer than a six (6) month period except in cases of illness. Leave of absence for other than illness may be granted at the discretion of the immediate supervisor. Any secretary on leave without pay will not receive fringe benefits but her/his seniority will not be impaired.
- B. The granting of a maternity leave shall be in accordance with Federal law.
- C. When a BSA member is on a leave of absence, other BSA part-time members will be given the opportunity to sub for the member that is on leave.

ARTICLE 21 - SICK LEAVE

The District/Union agree to suspend perfect attendance payout starting the 2013-2014 school year and then revert back to current contract language if following the 2015-2016 school year the district has an audited general fund balance of at least 2.5%.

- A. Sick leave is earned as follows:
1. One (1) day sick leave per calendar month worked provided no less than ten (10) days are worked in the month.

2. Sick leave is allowed for personal illness and a secretary may accumulate an unlimited number of sick leave days.

B. Attendance Incentive: Any secretary having no absence chargeable against her earned sick leave days and having taken no time off without pay shall receive a bonus of one vacation day posted to her account on December 31 for the period July 1 to December 31, and one vacation day posted to her account on June 30 for the period January 1 to June 30. (Time off without pay directed by the Board shall not affect this article.)

0 days used	\$150.00	July – December (of current calendar year)
	\$150.00	January – June (of current calendar year)

C. The Board and the Association agree that pursuant to Article 21-A, in order for a secretary to receive a bonus day posted to her account on December 31, or June 30, she must have worked continuously during the preceding six (6) month period. In the event a newly hired secretary has not worked continuously during the preceding six (6) month period, she will not be eligible to earn a bonus day until the subsequent six (6) month period begins. This language shall not be construed so as to render secretaries who work less than twelve (12) months ineligible to receive a bonus day.

D. The Board reserves the right to require a doctor's certificate or other evidence of illness.

E. Days already accumulated by a secretary prior to the adoption of this policy shall remain in force.

F. Transfer shall not impair a secretary's accumulated sick leave.

G. Leaves of absence with pay chargeable against the employees' sick leave allowance shall be granted for the following reasons:

- A maximum of three (3) days per occurrence for critical illnesses in the immediate family. Immediate family shall be defined as spouse, child, mother, stepmother, father, stepfather, grandchild, sister, brother, father-in-law, mother-in-law, grandparent, or a dependent of the immediate household residence.

ARTICLE 22 – BEREAVEMENT LEAVE

Leaves of absence with pay not chargeable to any other leave allowance shall be granted for the following reasons:

A. A maximum of five (5) days for a death in the immediate family. Immediate family shall be interpreted as father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, grandparent, legal guardian, grandchild, son-in-law, daughter-in-law.

B. Step relatives within the definition of the immediate family shall include stepmother, stepfather, stepsister, stepbrother, stepchild, and step-grandchild, or resident or dependent

of the member's immediate household residence.

- C. A maximum of one (1) day for the death of a niece, nephew, aunt or uncle.
- D. A maximum of one (1) day for the death of any member of the family, not defined by the provisions herein, at the discretion of the bargaining unit member.
- E. If travel time is necessary, the Director of Human Resources & Labor Relations shall determine the length of reasonable travel time allowed. A request for such leave shall be made within three (3) working days of appropriate notification of the death.

ARTICLE 23 – WORKERS’ COMPENSATION

Absence due to injury or illness incurred in the course of the secretary's employment shall not be charged against her sick leave days. The Board shall pay to such secretary the difference between her salary and the benefits received under the Michigan Worker's Compensation Act, beginning when the insurance company starts the payment of benefits and for a period of six (6) calendar months following the date of injury.

ARTICLE 24 - INSURANCE PROTECTION

BEDFORD SECRETARIAL ASSOCIATION

CALCULATION FOR DETERMINING EMPLOYEE PORTION OF INSURANCE COST OR IN-LIEU OF INSURANCE PAID BY THE DISTRICT

Original Calculation for Determining Payroll Deduction/In-Lieu of Insurance

Based on 1,760 hours per year (44 weeks X 40 hours)

Original Bid Hours = 6 per day

Total Bid Hours (6) X Days (260) = 1,560 hours

$1,560 / 1,760 = 88.6\%$ District portion of cost of insurance

$100.0\% - 88.6\% = 11.4\%$ Employee portion of cost of insurance

Final Calculation for determining final employee portion of insurance cost

Total actual hours worked for fiscal year = 1,625

$1,625 / 1,760 = 92.3\%$ District final portion of cost of insurance

$100.0\% - 92.3\% = 7.7\%$ employee final portion of cost of insurance

11 MONTH SECRETARY

Original Calculation for Determining Payroll Deduction/In-Lieu of Insurance

Based on 1,760 hours per year (44 weeks X 40 hours)

Original Bid Hours = 7 per day

Total Bid Hours (7) X Days (240) = 1,680 hours

$1,680 / 1,760 = 95.5\%$ District portion of cost of insurance

$100.0\% - 95.5\% = 4.5\%$ Employee portion of cost of insurance

Final Calculation for determining final employee portion of insurance cost

Total actual hours worked for fiscal year = 1,760

$1,760 / 1,760 = 100.0\%$ District final portion of cost of insurance

$100.0\% - 100.0\% = 0.0\%$ employee final portion of cost of insurance

10 MONTH SECRETARY

Original Calculation for Determining Payroll Deduction/In-Lieu of Insurance

Based on 1,760 hours per year (44 weeks X 40 hours)

Original Bid Hours = 5 per day

Total Bid Hours (5) X Days (220) = 1,100 hours

$1,100 / 1,760 = 62.5\%$ District portion of cost of insurance

$100.0\% - 62.5\% = 37.5\%$ Employee portion of cost of insurance

Final Calculation for determining final employee portion of insurance cost

Total actual hours worked for fiscal year = 1,160

$1,160 / 1,760 = 65.9\%$ District final portion of cost of insurance

$100.0\% - 65.9\% = 34.1\%$ employee final portion of cost of insurance

Note: Amount due to/from employee will be made by the first paycheck in August

- A. The School District reserves the sole right to select the insurance carrier or, if self-insurance, the administrative service organization. Such health insurance coverage shall include the eligible immediate dependents of the secretary.

Bargaining unit members electing health insurance shall receive Plan A, which shall include the following benefits:

Plan A

1. Medical insurance equivalent to MESSA Choices II Health Plan (includes \$5,000 Basic Term Life), \$500/\$1,000 deductible, twenty dollar (\$20) office co-pay
2. MESSA Saver Rx prescription card
3. MESSA Negotiated Life Insurance (or equivalent) - \$ 5,000
4. Delta Dental Plan 70/70/50/60:\$600; \$1,000 Class I, II & III Max. (or equivalent)
5. VSP Gold 3 (or equivalent)

*Effective July 1, 2012, the Board will pay 90% of the coverage offered unit members under this article and 24C. However, if 90% of the coverage exceeds the capped amounts provided in Section (3) of Public 152 of 2011, the Board shall pay no more than the capped amount. This provision applies to all members of the Association, including members who receive benefits pursuant to the formulas above. Each plan year the Association President will request or the District will provide a report of how the insurance contribution is calculated for each BSA member.

Effective January 1, 2014, Union Members may elect to enroll in the MESSA ABC Plan 1. The Board will pay the same percentage/capped amounts as described above for the MESSA ABC Plan.

The Board will provide deductible seed money, up to the legal maximum, in quarterly installments (January, April, July, and October).

*The percentage of healthcare premiums to be paid by bargaining unit members is predicated on maintaining MESSA Choices II.

- B. If the employer elects to provide health insurance by way of self-insurance, the Board shall pay the full insurance premiums. The employee shall continue to be responsible for any deduction or co-pay as stated in the insurance plan specified above
- C. Bargaining unit members not electing health insurance shall receive Plan B, which shall include the following benefits:

Plan B

1. MESSA Negotiated Life Insurance (or equivalent) - \$ 5,000
2. Delta Dental Plan – 100/90/90/90:\$1,500; \$1,000 Class I, II, & III Max. (or equivalent)
3. VSP Gold 3 (or equivalent)

- D. The Union agrees to suspend in lieu payments in this paragraph for the 2011-2012 school year and then revert back to in lieu payment in 2012-2013, except for those members whose spouse works for the District and accepts health coverage. The Union agrees to suspend in lieu payments for the 2013-2014, 2014-2015, and 2015-2016 school years. ~~Secretaries electing not to receive health insurance benefits shall be provided by the Board an amount of one hundred and sixty-seven dollars and fifty cents (\$167.50) per month. If the number of bargaining unit members selecting in lieu of insurance is less than nine (9) recipients, then the dollar amount for in lieu of insurance will revert to \$92.50. This is in lieu of health insurance benefits and may be used at the employee's discretion.~~ ***The foregoing struck out language will remain in this contract to provide a reference. However the language but will not effective, relied upon, or cited as authority or given any weight in a grievance or arbitration by any party including the arbitrator.*** Effective with the 2015-16 school year the in lieu amounts will be reinstated unless agreed to otherwise in writing by both parties. Payment in-lieu is not provided for members whose spouse works for the District and accepts health coverage.

The program (Cafeteria Plan) will be effective December 14, 1995. Benefits currently being provided to a bargaining unit member shall continue in the collective bargaining agreement. Should the parties negotiate changes in the collective bargaining agreement after the effective date of the plan, the plan document shall be amended to reflect these changes.

The employee will be responsible for all applicable taxes (federal, state, local, and F.I.C.A.) and the board will be responsible for the employer F.I.C.A.

All costs relating to the implementation and administration of benefits under this program (Cafeteria Plan) shall be borne by the employer.

- E. The employer will pay the full premium for dental coverage for all eligible employees. The Board reserves the sole right to select the dental carrier or, if self-insurance, the administrative organization.
- F. The employer will pay a maximum of two (2) months insurance premium during the time a secretary is on leave without pay when a secretary is sick or injured and has exhausted her/his sick leave and vacation leave.
- G. All medical examinations and/or tests required by the Board of Education of the State of Michigan shall be at the Board's expense.
- H. If a secretary is laid off, the Board will pay three (3) months insurance premium provided that MESSA does not provide the same coverage.

- I. Insurance premiums (Health/Dental/Optical), and the monetary sum per month in lieu of health insurance (Section D of article) for part-time employees will be pro-rated.
- J. Upon request of the employee, sick days may be frozen when an employee will be absent because of an illness or injury of eight (8) or more days, while the employee utilizes her/his short-term disability insurance. The employee shall inform the Personnel Office in writing, prior to the eighth (8th) day or prior to the twenty-ninth (29th) day they are absent, of their intention of freezing their sick days. In the event written notification is not given, sick days will continue to be used.
- K. Employees or their dependents qualifying for District paid health care coverage, shall not receive any "abortion services or benefits" as part of the District paid health insurance benefits.
- L. The District is in agreement that all secretaries choosing health care, including those in ten (10) month or twelve (12) month assignments, shall have their insurance coverage provided by the Board for the entire calendar year.

ARTICLE 25 - PROFESSIONAL DEVELOPMENT

The District and the Union agree to suspend reimbursement as to paragraphs B & D below beginning the 2013-2014 school year and will continue unless following the 2015-2016 school year the district has an audited general fund balance of at least 2.5%, and only then would this language revert back to current contract language.

- A. The Board agrees to pay travel, lodging, meals, and registration expenses for any secretary wishing to attend a workshop and/or convention which is approved by her/his immediate supervisor.
- B. Any secretary wishing to take courses in the Bedford Public Schools Adult Education and Community Education programs, not to include MIEM/MSBOA certification classes, to improve job skills may do so free of charge provided her request for approval of such courses is approved by the Director of Human Resources and Labor Relations prior to taking the course. Any secretary wishing to take college courses to improve job skills must submit a request for approval of the courses to the Director of Human Resources & Labor Relations prior to the commencement of such course. If approved, the course and corresponding textbook will be paid for by the Board upon completion according to the grade as follows*:

A, B, or 100%	100% of primary textbook
C, 75%	75% of primary textbook
Below C, 0%	0% of primary textbook

Payment will be made as soon as possible upon submission of the official grade report and book receipt by the Secretary to the Director of Human Resources & Labor Relations and after the Board of Education approves the request for payment for the previously approved course, which was successfully completed, pursuant to the grade earned.

* Pass/Fail or Satisfactory/Unsatisfactory courses will be reimbursed at 100% for a Pass or Satisfactory and 0% for a Fail or Unsatisfactory.

- C. Administration or the Personnel Department may request a secretary to enroll in a course for the purpose of improving a job-related skill which Administration and/or Personnel deems an essential function of the job which the secretary holds. Such course and books will be paid for by the Board of Education at 100% and must be successfully completed (defined as the receipt of grade A, B, C, Pass or Satisfactory if an ungraded course) within six (6) months, where possible, of the date that the secretary was requested by her supervising administrator or the Personnel Office to take the course. If the secretary fails to take or successfully complete the requested course, or fails to improve the job related skill which was deemed essential to the job, the Board may take action it deems appropriate.
- D. Voluntary Job Enhancement Stipend - A fifty (\$50.00) dollar stipend will be given to the secretary upon the successful completion of a pre-approved course as defined in section "B" of this article. This job enhancement stipend will be paid for voluntary and pre-approved course work only but not for District mandated courses.
- E. Upon completion of each Michigan School Business Officials (**MSBO**) certification, the employee shall receive a monthly stipend of \$50. Secretaries shall be limited to one certification.

ARTICLE 26 - JURY DUTY

An employee called for jury duty or subpoenaed as a witness to give testimony before any judicial tribunal agree that monies paid to the employee shall be given to the District; the District agrees to pay the employee for the day wages. The employee may keep any mileage reimbursement given.

ARTICLE 27 - GRIEVANCE PROCEDURE

- A. Definitions:
 - 1. A "grievance" is an alleged violation of the specific and express terms of this Agreement.
 - 2. For the purpose of processing grievances, working days shall be defined as Monday through Friday, or any day, in which the employee is scheduled to work, excluding all paid holidays.
 - 3. The term "grievance" as defined above shall not apply to:
 - a. The termination of services of, or failure to re-employ, any probationary employee; or
 - b. Any matter for which there is recourse under state or federal statutes.
 - c. Any matter involving an employee evaluation at the level of average or above, provided the employee is furnished a copy of said evaluation, excluding negative commentary.

4. The time elements in the steps may be shortened, extended, or waived upon written mutual agreement between the parties.
5. Any employee or Association grievance which is not presented for disposition through the grievance procedure within twenty (20) working days of the occurrence of the conditions giving rise to the grievance, or within twenty (20) working days of the date that the employee or the Association, as the case may be, first became aware of the conditions giving rise to the grievance, unless the circumstances have made it impossible for the employee or the Association, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not thereafter be considered a grievance under this Agreement.
6. Any grievance, which is not appealed within the specified time limits, set forth in that step level of the grievance procedure shall be considered to be settled on the basis of the decision rendered at the previous step level of the grievance procedure. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the Association may appeal it to the next level in the grievance procedure.

B. Written grievances, as required herein, shall contain the following:

1. It shall be signed by the grievant(s) except an Association grievance shall be signed by the Association representative.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the Article, Section, or Subsections of this Agreement alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

C. **Informal Level** - An employee alleging a violation of the express provisions of this Agreement shall, within twenty (20) working days of its alleged occurrence, orally discuss the grievance with their supervisor in an attempt to resolve it.

D. **Level One (1)** - If no resolution is obtained in a conference between the affected bargaining unit member(s) and his/her immediate supervisor within three (3) working days of the discussion, the employee shall reduce the grievance to writing and submit to his/her supervisor within five (5) working days of said discussion. The immediate supervisor shall, within ten (10) working days of receipt of the written grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.

E. **Level Two (2)** - If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been received within ten (10) working days of receipt of the written grievance, the grievance shall be appealed to the Director of Human Resources & Labor Relations. Within ten (10) working days of receipt of the grievance, the Director of Human Resources/Labor Relations shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of the meeting, the Director of Human Resources/Labor

Relations shall render his/her decision in writing, transmitting a copy of the same to the grievant and the Association representative. If no decision is rendered within such time period, the grievance shall be considered as denied.

- F. **Level Three (3)** - If the grievance is not settled at Level Two, either party may request the services of a mediator from the Michigan Employment Relations Commission within the ten (10) working days of the date an answer was due in Level Two. Mediation shall not exceed twenty (20) working days from the date of the first mediation session.
- G. **Level Four (4)** - If the grievance is still unsettled, the Association may, within thirty (30) working days after Level Three is completed, and by written notice to the other party, request arbitration.
1. A request for a list of arbitrators will be made to the American Arbitration Association by the Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator. The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be final and binding on the employee, Association, and employer. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall be responsible for the expenses of witnesses that they may call.
 2. It shall be the function of the arbitrator, and he/she shall only be empowered to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement. His/her powers shall be limited by the following:
 - a. The arbitrator shall have no power to establish salary scales.
 - b. The arbitrator shall have no power to change any practice, policy, or rules of the employer, or to substitute his/her judgment for that of the employer, unless such rights or practices were relinquished by the employer in this Agreement.
 - c. The arbitrator shall be limited to deciding whether the employer has violated the express terms of this Agreement; and the arbitrator shall not employ obligations and conditions binding upon the employer from this Agreement, unless specified within this Agreement. It is understood that any matter not specifically set forth herein remains within the reserved rights of the employer.
 - d. In rendering decisions, the arbitrator shall give due consideration to the responsibility of management and the Association, and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - e. In the event that a case is appealed to the arbitrator, on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

- f. The arbitrator shall have no power to interpret state or federal law.
 - g. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto.
- H. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- I. It shall be the general practice of all parties to process grievances during times, which do not interfere with or cause interruption of the employee's working day. Release time shall be granted only upon mutual consent of the aggrieved person, the Association, and the employer.
- J. A grievance may be withdrawn at any level but that same grievance may not be filed a second time.
- K. Any withholding of services or work stoppage encouraged, authorized, or supported by the Association, while grievance procedures are in process, shall constitute the basis of immediate discontinuation of any pending grievance(s).
- L. Grievances must arise and be filed in a timely manner during the term of this Agreement in order for the grievance to be subject to the arbitration process.
- M. Copy of the grievance form is located in the Appendix at the end of this contract.

ARTICLE 28 – MISCELLANEOUS

- A. **Protective Supplies** - The Board agrees to provide a smock and rubber gloves for secretaries for the purpose of protecting their clothing while engaging in job-related tasks which could damage clothing.
- B. **Health/Smoking** - Smoking or the chewing of a tobacco product on Bedford Public School property, and/or in Bedford Public Schools' vehicles, on a structure or real estate owned, leased, or otherwise controlled by the Bedford School District, shall not be permitted at any time.
- C. **Travel Reimbursement** - Members of the Bedford Secretarial Association that are required in the course of their work or District business to drive personal automobiles shall receive a car allowance. All travel/mileage reimbursement shall be set by the Internal Revenue Service Standards. They will be adjusted in accordance with Internal Revenue Service Standards. Travel/mileage reimbursement must be approved and determined in advance by their immediate supervisor. Any travel time before the regular start time or after the regular end time of the employee's work day shall be paid at time and one-half, provided the employee's work day exceeds 8 hours.

- D. **Mentoring Program** - The Bedford Public School District and Bedford Secretarial Association strongly endorse the training of, mentoring, shadowing of, and the utilization of Bedford Senior High School student secretarial/clerical trainees. District opportunities will be provided upon request from the Vocational Director for mentor secretarial programs/training of Bedford students.

The programs shall have the following components:

1. All mentoring students shall be placed in vocational educational program(s) which will be for credit only.
 2. These programs will run for a maximum of one (1) hour each day for approximately eighteen (18) weeks for each student placed.
 3. There shall be a maximum of ten (10) students enrolled per year.
 4. These students shall be assigned with the concurrence of the Building Administrator and consultation with the secretary.
- E. Enrollment in District payroll deduction programs such as the 403(b), United Way, Insurance options, Michigan Public School Employees Retirement System (MPSERS), tax-deferred payment program, and direct deposit shall be available during open enrollment periods as designated by the District, and in accordance with the established payroll schedule and procedures for the year. Written employee authorization is needed to participate in District approved employee deduction programs.
- F. Any and all letters of agreement/understanding will be incorporated into this collective bargaining agreement, subject to the exception in Article I.
- G. All contract language shall apply on the dates of the signing of this agreement unless otherwise specified.
- H. It is understood between the parties that Association members will not be given the responsibility to directly supervise classes of students at any time. The exception will be when a degreed BSA member is asked to volunteer as a classroom substitute teacher or in emergency situations

ARTICLE 29 – NEPOTISM

The School District discourages relatives from working in the same building or from having one relative supervise another relative. Relatives are defined as husband/wife; (natural or step) father/mother, son/daughter, brother/sister, grandparents, and legal guardians.

If a supervisor has one or more relatives working in the same building upon this policy's adoption, all but one of the employees will be encouraged to transfer to another building as soon as possible.

ARTICLE 30 – LONGEVITY

Bargaining unit employees will receive longevity payments annually according to the following schedule payable on their seniority date upon completion of their 8th year:

	<u>2011-12</u>	<u>2012-13*</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16**</u>
9 – 14 years:	\$550	\$850	\$650	\$750	\$850
15 – 19 years:	\$750	\$1,050	\$850	\$950	\$1,050
20 – 24 years:	\$950	\$1,250	\$1,050	\$1,150	\$1,250
25+ years:	\$1,150	\$1,450	\$1,250	\$1,350	\$1,450

*\$300.00 increase for 2012-13 but not paid. For 2012-13 longevity payment is based upon 2011-12 rates.

** Longevity rate will be paid at these levels only if the District has an audited general fund balance of 2.5% or more. Otherwise the longevity rate of pay for 2015-16 will be identical to the 2014-15 longevity rate of pay as noted above.

ARTICLE 31 – EVALUATION

- A. Performance evaluations will be completed annually on June 1st or before using only the instrument provided.
1. The evaluation shall be in writing.
 2. The evaluation must be discussed with the secretary before it is submitted to the Superintendent or his designee.
 3. After consultation with the evaluator, the secretary will have the right to add remarks, statements or other information pertinent to the report. Such remarks shall be attached to the original performance report.
 4. In the absence of a written annual evaluation, the secretary's work will be judged satisfactory.
 5. If the evaluator believes an employee is doing unacceptable work, the reasons, therefore, shall be set forth in specific terms as shall an identification of the specific ways in which the employee is to improve when applicable. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- B. A review of the BSA member's job description will also be part of the evaluation process. Upon completion of the evaluation process and job description review, a written copy of said evaluation and updated job description will be forwarded to the BSA member within five (5) business days. All BSA members shall be encouraged to utilize the organizational support form to be attached to the evaluation form.
- C. Evaluation instrument placed as an addendum within contract.

ARTICLE 32 - STUDENT ASSISTANCE

- A. Medically Fragile Students - Bargaining unit members will make appropriate contact(s) in order to provide care or assistance to the medically fragile student.
- B. Student Medication – Under normal circumstances bargaining unit members will not be required to administer/dispense student medication.
- C. Emergency First Aid – Both parties recognize that emergency “first aid” training should be provided on District in-service days.

ARTICLE 33 - PERSONAL ATTIRE

It is agreed by the Board and Bedford Secretarial Association that membership personal attire will be deemed "professional," reflective of the school environment, philosophy, and specific activity/event.

ARTICLE 34 - WORKING CONDITIONS

The employer recognizes that employees perform best when conditions are safe & healthful. Adequate heat, ventilation, lighting, sanitary facilities and water are essential components of such a work environment.

ARTICLE 35 - YEARLY REVIEW OF DISTRICT'S FINANCIALS

The Parties agree that they will meet between November 15th and December 15th (unless agreed to otherwise) of each year to review the District's audited financial statements and the implementation of the triggers referenced in each year described herein.

ARTICLE 36 - DURATION OF AGREEMENT

July 1, 2012 to December 31, 2016.

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**BEDFORD SECRETARIAL ASSOCIATION
SCHEDULE "A"**

LEVEL "A" SECRETARIES

Accounts Payable Secretary - 8/261
Payroll Secretary - 8/261
Secretary to Assistant Superintendent of Instructional and Student Services - 8/261
Secretary to Assistant Superintendent of Finance and Operations - 8/261
Secretary to Director of Human Resources & Labor Relations - 6.5/261
Secretary to Principal at Senior High School - 8/261
Secretary to Principal at Junior High School - 8/261
Secretary to Principal at Douglas Road Elementary - 8/220
Secretary to Principal at Jackman Road Elementary - 8/220
Secretary to Principal at Smith Road Elementary - 8/220.....OPEN
Secretary to Principal at Temperance Road Elementary - 8/220
Secretary to Principal at Monroe Road Elementary - 8/220
Secretary to Director of Athletics - 8/240
Secretary to Director of Buildings, Grounds, and Maintenance - 8/261
Secretary to Director of Community Education and Services - 8/261
Secretary to Director of Food Service - 8/220
Secretary to Director of Transportation - 8/261
Student Records Secretary - Junior High School - 8/261
Student Records Secretary - Senior High School - 8/261
Pupil Personnel Secretary - 8/261
Switchboard/Receptionist - 8/261
HR SEMS/Insurance Secretary - 6/261
HR SEMS Secretary - 8/261
Transportation Secretary (6 hours per day) - 6/220
Transportation Secretary Re: HR duties (2 hours per day) - 2/220.....OPEN
Bookkeeper - 8/261.....OPEN

LEVEL "B" SECRETARIES

Attendance Secretary - Senior High School - 8/220
Attendance Secretary II - Senior High School - 6/220.....OPEN
Attendance Secretary - Junior High School - 8/220
Bookkeeper Secretary - Senior High School - 8/220
Secretary to Director of K-12 Career and Technological Coordinator - 6/220
Buildings, Grounds, and Maintenance Secretary - 2/261.....OPEN
Floating Secretary - 4/261

LEVEL "C" SECRETARIES

Media Secretaries:

Senior High School - 8/220

Junior High School - 8/220

Monroe Road Elementary - 8/220

Douglas Road Elementary - 8/220

Jackman Road Elementary - 8/220

Smith Road Elementary - 8/220...**Building closed starting 2011/12.....OPEN**

Temperance Road Elementary - 8/220

Receptionist Secretary - Senior High School - 8/220

Receptionist Secretary II - Senior High School - 4/220

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**Letter of Agreement
Between
Bedford Secretarial Association
And
Bedford Public Schools**

Re: ARTICLE 16 – SENIORITY AND BUMPING

A. – D Current Contract Language:

E. Bumping Procedure:

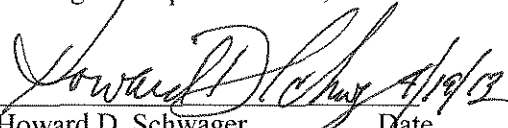
1. Current Contact Language
2. The more senior employee seeking to bump a less senior employee in accordance with this section must give notice of intent to exercise her/his bumping rights five (5) days prior to her/his termination date or date when the cut in hours will take effect, by submitting in writing her/his intent to the Director of HR/LR. Each bumped employee may exercise bumping rights in accordance with this section within three (3) days by submitting in writing her/his intent to the Director of HR/LR. If the employee fails to give such notice she/he will forfeit her/his right to exercise seniority in the above manner and must take the layoff.


Purpose of Letter of Agreement

Due to the District's decision to close Temperance Road Elementary both parties recognize the need to address the impact of the bumping process. It is in the parties' best interest to create a quicker bumping process in order to preserve the effective operations and facilitate the transition of specific job duties between secretaries in changing/moving job locations.

As a result the parties agree to establish ~~May 16th~~ **April 22nd** as the official date of notification of the elimination of the Secretary to the Principal at TRE and the Media Secretary at TRE. The remaining process will mean that *no later than ~~May 20th~~ **April 26th** the affected individuals will exercise her/his bumping rights by submitting in writing her/his intent to the Assistant Superintendent of Human Resources.*

The remaining provisions of Article 16 remain in full force. This LOA is only applicable for 2012-13 staffing and expires June 30, 2013 unless extended by the parties as evidenced in writing.


Howard D. Schwager Date 4/19/13
Director of HR/LR

 Date 4/18/2013
Bedford Secretarial Association Date
3:48p

GRIEVANCE REPORT FORM

Grievance # _____

Distribution of Form (Check off as applicable)

- _____ Director of HR/LR
- _____ Supervisor
- _____ Union
- _____ Grievant

Submit to Supervisor in Duplicate

Building

Assignment

Name of Grievant

Date Filed

INFORMAL LEVEL

Date Discussion was Held: _____

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Article/Section/Policy Violated: _____

2. Statement of Grievance: _____

3. Relief Sought: _____

Signature

Date

C. Disposition of Supervisor: _____

Signature of Supervisor

Date

D. Disposition of Grievant and/or Union: _____

Signature

Date

STEP 2

A. Date Received by Director of Human Resources/Labor Relations: _____

B. Disposition of Director of Human Resources/Labor Relations: _____

Signature

Date

C. Position of Grievant and/or Union: _____

Signature

Date

STEP 3

A. Date Submitted to Mediation: _____

B. Disposition and Award of Mediator: _____

Signature of Mediator

Date

C. Position of Grievant and/or Union: _____

Signature

Date

STEP 4

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

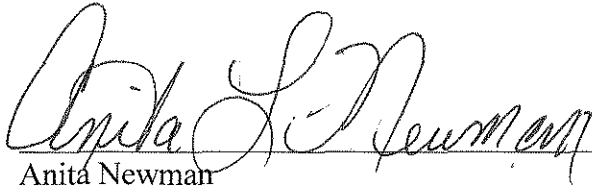
Signature of Arbitrator

Date

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The Bedford Board of Education approved the contract on March 25, 2013 at 10:00 p.m.

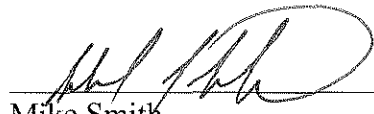
Signatures



Anita Newman
President, Bedford Secretarial Association

4-18-2013 3:48p

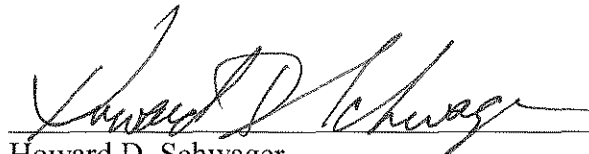
Date



Mike Smith
President, Bedford Board of Education

4/23/2013

Date



Howard D. Schwager
Director of Human Resources & Labor Relations

4-18-13

Date