

Agreement
Between
Bentley Community Schools
and
Local 1918 Chapter Q-1
(Secretaries)

July 1, 2004
Through
June 30, 2007
(w/updated seniority list for 2007-2008)
(updated salary will be forthcoming
When agreement is reached)

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PREAMBLE

This Agreement is made this 1st Day of July, 2004, between the Board of Education of the Bentley Community School district of Genesee County, Michigan, hereinafter, referred to as the "Board" and the Bentley School Employees, Chapter Q-1 of Local Union No. 1918, affiliated with Council #25, and chartered by the American Federation of State, County, and Municipal Employees, (AFL-CIO), hereinafter referred to as the "Union."

PURPOSE AND INTENT

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent for the employees of the bargaining unit and realizes that in order to provide maximum job opportunities for continuing employment, good working conditions, and adequate wages, the Board must, within the existing framework of the statutes of the State of Michigan, maintain the schools within the Bentley Community School District as efficiently and at the lowest possible cost consistent with fair labor standards. The Union undertakes that the employees within the bargaining unit will individually and collectively perform loyal and efficient work.

The parties ascribe to the principle of equal opportunities and share equally the responsibility for applying the provisions of this Agreement equally and without discrimination as to age, sex, marital status, race, creed, national origin, political, or union affiliation.

ARTICLE 1.

RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment for the term of this Agreement. The full-time employees of the Board that are a part of this bargaining unit are as follows: All secretaries of Bentley Schools, excluding bookkeeper and all confidential secretaries, as outlined in Department of Labor M.E.R.C. Case #R78-A-29.
- B. If at any future date a new position is created, the parties will meet to negotiate the position's eligibility in the bargaining unit and the placement of the position in the proper classification.
- C. The Board will not promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union for the duration of this Agreement.
- D. The term "employee" when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraph above and reference to male employees shall include female employees. The term "Board" or "Employer" when used herein shall refer to the Board of Education or its designated representative.

- E. In the event the Bentley Community Schools should merge or consolidate with another school district, the Board of Education agrees, at least sixty (60) days prior to any public vote on a merger or consolidation, to discuss the matter with the Union.

ARTICLE 2. BOARD RIGHTS

- A. The Union recognizes that the Board has the responsibility and authority to manage and direct, in the behalf of the public, all operations and activities of the School District to the full extent authorized by law.
- B. The Union further recognizes that all such lawful operations and activities as exercised by the Board shall be in conformity with this Agreement.

ARTICLE 3. DEFINITIONS

- A. Full-Time Employees are:
Secretaries employed by Bentley Schools, on a calendar or school year basis.
- B. Part-Time Employees are:
Secretaries employed by Bentley Schools on a less than calendar or school year basis whose employment hours are less than the normal student day in the building in which they are employed.
- C. Temporary employees who are hired for and work less than ninety (90) calendar days. The Board will not hire consecutive temporary employees thereby eroding the bargaining unit.
- D. Student employees are Bentley students hired on a part-time basis.
- E. Substitute employees are hired for and work on a day-to-day basis to replace regular employees for short periods of time. Substitute employees may fill in as regular employees until the regular employees' leave status is terminated.

ARTICLE 4. REPRESENTATION

- A. The Union shall be represented by a Committee of one (1) Steward, one (1) Alternate Steward, and the Chapter Chairman. The designated Steward or alternate shall represent all employees working in their job classification (secretarial).
- B. The Union will furnish the Board with the names of its Officers, Stewards, and alternates, and such changes as may occur from time to time in such personnel.
- C. In the handling of a grievance, if it becomes necessary for the Steward to leave their work,

they shall first notify their Supervisor or Principal. The Steward leaving their work during working hours without loss of pay or time is subject to the understanding that such time shall be devoted to the proper handling of the grievance; this will be done expediently and with as little interruption of work as possible.

- D. If the Steward is required to go to another building other than their own in the handling of a grievance, the Principal at both buildings (or all buildings involved) must be notified. Stewards will check in and out of the respective buildings.
- E. Except as set forth above, no Steward or any other employees shall be granted time off for the purpose of handling Union matters, affairs or grievances unless specific permission, in writing, has been granted by the Supervisor or Principal.

ARTICLE 5. GRIEVANCE PROCEDURE

- A.
 - 1. A grievance is defined as an alleged violation, misinterpretation, mis-application of a specific Article or Section of the Agreement.
 - 2. Grievances may be processed during working hours, provided immediate necessary functions are maintained.
- B. Step One: Within ten (10) working days, (days affected employee(s) actually worked) of the time a grievance occurs, the employee(s) or the employee(s) and the Steward shall present the grievance to the Building Principal, with the object of resolving the matter informally. Within five (5) working days after presentation of the grievance, the Building Principal shall give their answer orally to the employee(s).
- C. Step Two: If the grievance is not resolved in Step One, the employee(s) must, within five (5) working days of the receipt of the Administrator's answer, submit to the Building Principal a signed written "Report of Grievance." The "Report of Grievance" shall contain the following:
 - 1. The name of the grieving employee or group of employees.
 - 2. Nature of grievance, including contract provision violated and person violating them, if possible.
 - 3. The specific relief that is requested.
 - 4. The signature of the employee r employees involved.

The Building Principal shall give the employee(s) an answer, in writing, no later than five (5) working days after receipt of the written grievance.

- D. Step Three: If the grievance is not resolved in Step Two, it must be submitted within five (5) working days to the Superintendent or designee. The Superintendent or designee shall meet with the involved parties within five (5) working days of receipt of the grievance in an attempt to resolve the matter. The Superintendent or designee shall give the employee(s) an answer, in writing, within five (5) working days of the conference with the employee(s).

- E. Step Four: If the grievant(s) is not satisfied with the disposition by the Superintendent or designee, or if no disposition has been made within the above provided period, the grievance shall be submitted to the Board of Education's Review Committee. This Committee shall be composed solely of members of the Board of Education. Within ten (10) working days from receipt of the written referral to the Board, its Review Committee shall meet with the grievant(s), or grievant'(s) Steward and/or a Representative of the Union. A decision shall be rendered within ten (10) working days of the above-mentioned meeting.
- F. Step Five: If the grievant(s) is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within ten (10) working days of the meeting outlined in E., above, the grievance may within ten (10) working days be referred to arbitration.
1. In case agreement cannot be reached on selection of an arbitrator within thirty (30) days of date of referral to arbitration, the grievance shall be forwarded to the American Arbitration Association, and the parties shall proceed under procedures of the American Arbitration Association until resolution.
 2. The decision of the arbitrator shall be final and binding on both parties.
 3. It shall be the function of the arbitrator, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation, misinterpretation, or misapplication of the specific articles and sections of this Agreement. A decision shall be rendered within thirty (30) calendar days.
 - a. He/She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 - c. The arbitrator shall have no authority to rule on discharge of a probationary employee.
- G. A grievance which is not referred to the next step by the Union within the time limits provided herein shall automatically be judged as accepted. If the Employer fails to timely respond, the grievance may be processed to the next step.
- H. The time limits provided in this Section shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the time limits may be reduced by mutual agreement of both parties in order to effect a solution prior to the end of the school year or as soon thereafter as is possible. During

- summer, "working days" shall refer to days when the administrative offices are open.
- I. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
 - J. Paid leave shall be provided any member of the bargaining unit who is called by the Board to testify at an arbitration hearing during normal working hours. Leave shall be provided any employees of the Board that are called by the Union to testify at an arbitration hearing that is held during the employee's normal working hours, the cost of a substitute shall be reimbursed, to the Board, by the Union.
 - K. In the event that a grievance is filed that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties, may, by mutual consent, in writing, send the grievance directly to binding arbitration.
 - L. An individual's grievance may be withdrawn at any step without prejudice.
 - M. 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 the final decision of the grievance.

ARTICLE 6. SPECIAL CONFERENCES CLAUSE

Special conferences on important and urgent matters relating to the interpretation and application of this Agreement will be arranged at mutually agreed times, between the Union and the Board (or its representatives), upon the request of either party. At least two (2) representatives of the Union and two (2) representatives of the Board will attend these meetings. Arrangements for such meeting shall be made in advance and an agenda of matters to be discussed shall be presented at the time of the conference request. Matters taken up in the special conferences shall be confined to those included in the agenda. These conferences shall not be intended at meetings for the purpose of negotiating changes in this Agreement or the resolving of grievances that have been filed.

ARTICLE 7. DISCHARGE AND DISCIPLINE

- A.
 - 1. The board shall not discipline or discharge any employee without cause. Disciplinary action taken by the employer will be dependent upon the nature and seriousness of the offense or infraction. Disciplinary action assessed in instances of minor offenses or infractions will be progressive in nature, i.e., oral counseling, written reprimands, suspension, and discharge.
 - 2. The Board agrees to notify the Union, in writing, in the case of suspension or discharge.
- B. The discharged or disciplined employee will be allowed to discuss their discharge or

discipline with their Steward, and the Board will make available an area where they may do so before they are required to leave the property of the Board. Upon request, the Board, or their designated representatives, will discuss the discharge or discipline with the employee and the Steward.

- C. Should the employee consider the discharge or discipline to be improper, the Union's complaint shall be presented, in writing, to the Superintendent or designated representative within three (3) regularly scheduled working days after the discharge or discipline is received by the Union. The Superintendent or designated representative shall give an answer to the Union within five (5) regularly scheduled working days after receiving the complaint. If the answer is not satisfactory to the Union, the matter may be referred to the grievance procedure commencing at Step 4, (Board Committee) level. If a grievance is not filed within five (5) regular working days by the employee or the Union, it shall be assumed that the answer was accepted, and the right to use the grievance procedure is waived.
- D. In imposing discipline on a current charge, the employer will not take into account any prior similar infractions, which occurred more than twelve (12) months previous. Dissimilar infractions will be considered within a six (6) month period of time.

ARTICLE 8. SENIORITY

- A. New employees hired, other than substitutes, shall be considered as probationary employees for sixty (60) calendar days, excluding holiday and summer shutdowns, where applicable. There shall be no seniority among probationary employees. When a probationary employee finishes the probationary period, they shall be entered on the seniority list and shall rank for seniority sixty (60) calendar days prior to the day they completed the probationary period. The sixty (60) days probationary period shall be extended for any absences totaling more than five (5) days, during that period by the amount of said absences.
- B. The Union shall represent probationary employees for purposes of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, except that the Board will have the right to discharge and take disciplinary action involving a probationary employee without a grievance filed or processed, except for Union activity or affiliation.
- C.
 - 1. Probationary employees shall be eligible for fringe benefits provided for in this agreement only after successful completion of their probationary period.
 - 2. Fringe benefits shall be effective the first of the month following completion of the probationary period.
 - 3. Payment for fringe benefits provided for in this Agreement shall be terminated on the date of termination for those employees who are properly discharged or who voluntarily quit.
- D. The seniority lists on the date of this Agreement shall show the names of all employees in

the unit entitled to seniority as of the most recent date of hire.

- E. Seniority lists will be maintained by the Board and made available to the Union upon request.
- F. Seniority lists shall be on a school-district wide basis for the purpose of layoff and recall.
- G. Seniority, in and of itself, shall not be affected by the race, sex, age, creed, national origin, political, or Union affiliation, or marital status of the employee, but no employee shall be entitled to promotion to a job or recall for which they are not qualified.
- H. When more than one (1) employee is hired on the same day, seniority will be determined by date and time of hire notification.
- I. An employee shall lose seniority and terminate employment with the Board for any of the following reasons:
 - 1. Employee quits or retires.
 - 2. Employee is discharged and the discharge is not reversed.
 - 3. Employee is absent for more than two (2) consecutive working days without notification, may be waived by the Superintendent.
 - 4. If the employee fails to return to work when recalled from layoff, as set forth in the recall procedure as provided in this Agreement.
 - 5. If the employee overstays by more than two (2) days a leave of absence, granted for any reason, as provided in this Agreement, unless an extension has been granted, may be waived by the Superintendent.
 - 6. The employee accepts employment with another employer.
 - 7. If the employee gives a false reason for a leave of absence or engages in other employment during such leave.
 - 8. If a settlement with an employee has been made for total disability.
 - 9. If the employee falsifies information on their application for employment (the falsification may come to light sometime after the employee's date of hire or date of acquiring seniority).
 - 10. Is convicted of any felony or circuit court misdemeanor.
 - 11. Is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the employer.
 - 12. Is under the influence of intoxicants or drugs.
- J. Employees transferred from substitute status to regular status within the same classification shall be credited with the number of days and/or hours in this previous status for seniority purposes after completion of the sixty (60) day probationary period.
- K. An employee that leaves the bargaining unit for employment with the Bentley Schools outside the bargaining unit for a period of more than thirty (30) days, shall forfeit their seniority in the bargaining unit.

ARTICLE 9. VACANCIES AND TRANSFERS

- A. In the event the School District desires to transfer any employee or an employee requests a transfer, the following provisions shall control the rights of the parties:
1. Transfers for justifiable reasons may be made by the Board, or by request of the employee.
- B. In the event that it is necessary to reduce the hours or employment in a position covered by this Agreement, the following procedure shall apply:
1. The employee(s) may elect to be transferred to the position of the employee with the lowest seniority, provided that the transferring employee is qualified to perform the duties of the position, or
 2. They may elect to stay in the position with the reduced hours.
 3. In the event that Paragraph B.2., above, is selected, the lowest seniority employee shall be transferred to the position with the reduced hours.
- C. Notification of job openings covered by this Agreement shall be sent to all employees covered by this Agreement seven (7) calendar days from the day the vacancy occurs. The notice of job opening shall set forth the minimum requirements for the position. The notification shall be in effect for a period of seven (7) calendar days. Interested employees shall apply for the position, in writing, to the appropriate supervisor within the seven (7) day period. Openings shall be filled on a seniority basis, within one (1) week from the last day of the posting, providing the employee meets the minimum qualifications. In the event the senior employee is denied the opening, the reason(s) for denial will be submitted, in writing, by the Board. The employee granted the position shall have a four (4) week trial period to determine:
1. Their desire to remain on the job.
 2. Their ability to perform the job.
 3. During the four (4) week trial period, the employee shall have the opportunity to revert back to their former position.
 4. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted, in writing, to the employee by the appropriate supervisor, the employee shall then revert back to their former position.
 5. Employees shall be paid the pay rate of the position they are performing, including longevity.
- D.
1. Employees shall notify their immediate supervisor, in writing of their intent to resign as soon as possible, but no later than two (2) weeks before the effective date of the resignation.
 2. Failure to comply with D.1., above, shall result in forfeiture of all accrued benefits under this Agreement.

- E. Job vacancies occurring in the Central Administration Office shall also be posted for employees within the bargaining unit, but Paragraphs A, B, and D, above shall not apply. The decisions on filling Central Administration Office vacancies shall not be subject to the grievance procedure.
 - 1. In the event a member of the bargaining unit is granted the position in the Central Administration Office, they shall have a four (4) week trial period to determine:
 - a. Their desire to remain on the job.
 - b. Their ability to perform the job.
 - c. During the four (4) week period, the employee shall have the opportunity to revert back to their former position.
 - d. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted, in writing, to the employee by the appropriate supervisor, the employee shall then revert back to their former position.

ARTICLE 10. LAYOFF AND RECALL

- A. Nothing in this Agreement shall prevent the Board from reducing its work force when conditions of workload, school attendance, physical conditions of premises, or economics of the School district dictate. The School district alone shall have the right to determine when and if any of its employees are subject to any layoff and shall be the sole judge of how long such conditions shall continue. In the handling of such reduction of work force, the following conditions shall prevail
 - 1. As used in this Article, the term “layoff” shall mean a reduction in the working force of the School District due to any of the causes mentioned above, or any other comparable cause which would dictate, in the course of sound business management, a reduction in the work force.
 - 2. When reduction of staff is necessary within the group classification, the following shall be the order of layoff:
 - a. Substitute employees.
 - b. All probationary employees.
 - c. Full-time employees – The employee with the lowest seniority shall be laid off first.
 - d. In the case of recall from layoff, the reverse of the above order shall be followed.
 - 3.
 - a. In the event the School district anticipates the layoff of any one or more employees, each employee to be laid off for an extended period shall receive at least fourteen (14) calendar days notice in advance of such layoff. The School District shall be obligated to furnish to the Union a notice of such proposed layoff at the same time notice is given to the affected employee.
 - b. When the working force is increased after a layoff, employees shall be recalled according to seniority. Notice of recall shall be sent to the

employee at their last known address by registered or certified mail. Within five (5) days after receipt of the recall notice, the employee shall notify the Board of their intention to return to work, or they shall be considered to have voluntarily quit their employment. Exceptions may be granted for cause, at the discretion of the Board.

- B. Employees of layoff status shall be eligible to recall equal to his/her seniority or up to a maximum of two (2) years, whichever may apply. In the event a member of the bargaining unit is recalled to work for any reason in their job classification, the recall period as outlined, shall be extended.

ARTICLE 11. SENIORITY AND DUES COLLECTION

- A.
 - 1. All employees who on the effective date of this Agreement are members of the Union, and all employees who voluntarily become members thereafter, shall, as a condition of continued employment, maintain their membership in the Union to the extent of paying the monthly dues required as a condition of Union membership.
 - 2. Full-time employees who hire in after the effective date of this Agreement and who do not join the Union within ninety (90) days shall, as a condition of employment, have deducted from their pay an amount of money, determined by the Union, as a monthly service fee.
 - 3. The Union agrees to notify the Employer and affected employee of noncompliance of the above provisions. Following a hearing as to whether the employee is paying Union dues or service fee, the Employer may involuntarily deduct from the employee's wages the appropriate service fees pursuant to MCLA 408.477. If the employee seeks recourse under Union procedures for challenging Union dues and service fee, the funds shall be held in escrow until completion of that process.
 - 4. Union dues or service fees will be deducted from the pay of members only upon receipt by the Business Office of an "Authorization for Payroll Deduction" form, signed in the employee's own hand.
 - 5. The Union, its agents, officers, and representatives, shall not intimidate or coerce employees to join the Union. If a dispute arises to whether an employee was a member of the Union on a vital date or whether an employee was intimidated or coerced into joining the Union, the dispute may be submitted to the grievance procedure.
 - 6. The parties of this Agreement hereby affirm their adherence to the democratic principals of free uncoerced choice and agree that they shall not discriminate against any employee covered by this Agreement because of membership or non-membership in the Union.
- B.
 - 1. The Union agrees to submit, in writing, to the Board, the amount of monthly dues and/or service fees to be deducted from the pay of each member. Deduction of Union dues and/or services fees will be made from the first pay of each month after receipt of a signed authorization by the individual employee.
 - 2. Within fifteen (15) days of deduction of Union dues and/or service fees, the Board

shall transmit the monies to the Local Treasurer. Accompanying the transmittal of monies deducted, the Board shall send a list of employees who have had monies deducted from their pay and the amount deducted.

- C. The Union agrees to indemnify and save the Board, each individual Board member, and all Administrators, harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.
- D. If at any time during the duration of this Agreement the Union authorizes, causes, or engages in, or sanctions any strike or work stoppage of any kind, or pickets, or if there is refusal to perform the duties of employment by any employee or employees, then this Article shall become null and void for the duration of the work stoppage.

ARTICLE 12. LEAVES OF ABSENCE

- A.
 - 1. The Board may grant a leave of absence, without pay, where good cause is shown, for a period not to exceed thirty (30) calendar days. The leave may be extended or renewed by the Superintendent for additional periods of thirty (30) calendar days for reasons which, in the opinion of the Superintendent, are satisfactory. No leave under this Section shall exceed six (6) calendar months, from the date of the initial request. No seniority shall accrue during such leave except leave pursuant to the Federal Family and Medical Leave Act.
 - 2. All requests for leaves of absence must be in writing and signed by the employee. All responses to requests for leaves of absence must be answered in writing within five (5) working days of receipt of request.
 - 3. An employee who works for another employer during his leave or who gives false reason for leave shall be disciplined up to and including discharge.
 - 4. Any employee who violates Section A. 1. above, shall be disciplined up to and including discharge.
- B.
 - 1. Members of the Union elected to Union positions or appointed by the Union to perform work which takes them from their employment with the Board shall, at their request, receive a temporary leave of absence up to a period not to exceed on (1) year, and said leave shall be renewable for an additional year for like cause. Employees desiring leaves under this Section shall notify the Superintendent at least sixty (60) days in advance of the date on which such leave is to become effective and shall specify facts giving rise to the request for such leave. No more than one (1) employee shall be off on leave under this Section at any one time. No seniority or longevity shall accumulate during the leave.
 - 2. Leaves of absence without pay for Union business up to one (1) week shall be granted upon receipt of a written notice two (2) weeks prior to the date of the leave requested. No more than one (1) employee shall be off on leave under this Section at one time.
- C. The position of an employee, on leave of absence without pay, will be held open for six (6)

months; after six months, they will be placed on top of the re-employment list, if the Board is notified, in writing, of their interest, for their respective classification for an additional eighteen (18) months. No seniority or longevity shall accrue during such leaves.

- D.
 - 1. The employee who receives a jury duty interview and appearance notice will notify the Superintendent or designee as soon as possible prior to their appearance date. It is understood and agreed that an employee shall be required to work for any and all days when they are not sitting as juror.
 - 2. Employees complying with the above provision may, at their option be compensated at their regular rate of pay for their hours lost while serving on jury duty, plus reasonable travel after turning in their jury duty pay.
- E.
 - 1. Employees will be granted child care leaves, subject to provisions of Section C. above.
 - 2. The parties mutually agree that eligible bargaining unit employees will be accorded family and medical leave in accordance with provisions of the Family and Medical Leave Act of 1993, provided however that when contract language exceeds such provisions, the contract language shall be followed.
- F. Time spent by employees in court under subpoena as a result of their employment shall be considered as time worked. All subpoena fees and mileage received shall be paid to their supervisor who shall in turn deposit said monies with the Superintendent. This Section shall not apply to suits against the Board by or for the employee.
- G.
 - 1. Twenty (20) "Bridge Days" to establish a Long Term Disability Band for current employees. (This is in addition to your regular ten (10) days.) This is a one time Bank donation for current employees only. If you use any of the Bank Days, you have to use your annual days to make up the difference. These Bridge Days cannot be cashed out at end of the year or upon retirement.
 - 2. Secretaries covered by this Agreement shall be granted the (10) sick leave days at the beginning of each school year, (non-accumulative), four (4) of which may be used for personal reasons.
 - 3. Earned sick and/or personal days may be used for emergency leave in the event of a sickness in the immediate family, defined to include spouse, children, mother, father, brother, sister, and corresponding in-laws, grandparents, grandchildren, or members of the employee's household.
 - 4. Personal leave days with pay may be taken upon the approval of the immediate supervisor. The request must be submitted forty-eight (48) hours prior to the date of the leave, except in an emergency. Unless such prior arrangements are made, an employee who for any reason, fails to report for work must make a sincere effort to immediately notify their Supervisor of the reason for being absent. If the absence is to continue beyond the first day, the employee must notify the Supervisor.
 - 5. If a secretary has scheduled a person leave day (or days) and for some reason school in that building is canceled, the secretary shall not be charged for that

person leave day(s) provided he/she has worked the day prior to or works on the day following the canceled day(s).

6. In addition to the ten (10) sick and personal days provided in G. 1., above, an employee shall be granted up to three (3) consecutive working days, with pay, in case of the death of a member of the immediate family, which shall include spouse, children, parents, parents-in-law, grandparents, grandchildren, brother, and sister.
7. Unused sick and personal leave days earned in a fiscal year may be redeemed in cash at the end of the fiscal year at fifty percent (50%) of the employee's regular daily rate of pay. Each request to redeem unused sick and personal leave days must be submitted, in writing, by the last day of June of the fiscal year it was earned. Payment to be made by the following July 31. This Section to be effective with sick and personal leave earned after July 1, 1988.

ARTICLE 13. VACATIONS AND HOLIDAYS

A. Holidays.

All regular full-time secretarial employees shall be entitled to the following holidays with pay:

1. New Year's Eve.
2. New Year's Day.
3. Good Friday.
4. Memorial Day.
5. Independence Day.
6. Labor Day.
7. Thanksgiving Day.
8. Day after Thanksgiving.
9. Christmas Eve.
10. Christmas Day.
11. Mid-Winter Break(s). (This year total of four (4) days).
12. All employees shall be paid for Independence Day. If this date does not fall within their normal work year, the day will be paid in their last pay in June. If the employee is scheduled to work this period, they shall be granted a compensatory day.

In order to be eligible for holiday pay, all employees must be paid for the last scheduled work day prior to the holiday and the first scheduled work day after the holiday, except in A. 12, above.

B. Vacations:

1. All full-time secretaries shall be entitled to a paid vacation on the following schedule.....
 - a. Less than one (1) full school year's employment – ½ day of vacation for

- each full month employed, up to a maximum of five (5) days.
 - b. One (1) full school year of employment – one (1) week.
 - c. Two (2) to ten (10) years of employment – twelve (12) days.
 - d. More than ten (10) years of employment – fifteen (15) days plus Christmas or Easter break.
 - e. More than fifteen (15) years of employment – fifteen (15) days plus Christmas and Easter break.
- C.
 1. Earned vacation shall be computed from July 1 to June 30.
 2. An employee must work a minimum of 50% of the hours scheduled in a work month (any month in which work is scheduled) to receive vacation credit for the month.

ARTICLE 14. HOURS OF WORK

- A. All secretaries shall be expected to be at their position each day that school is open. The employee and Union shall be notified a minimum of fourteen (14) calendar days in advance of any variance in their regular shift hours/work, as established. Prior to the implementation, the Union and the Board will meet to discuss the proposed variance as it affects the hours, wages, and conditions of employment.
- B. Effective July 1, 1997, all bargaining unit secretaries will work 48 weeks per annum excluding vacation time beginning on or about August 1st and ending on or about June 30th. The employees will follow the calendar as negotiated by the Bentley Education Association as it relates to school closings, including holiday and school breaks.
- C. A one-half (1/2) hour lunch period shall be established by the immediate Supervisor in accordance with the organizational pattern set suited to the particular building and/or department and as close to the middle of the shift as practical. Such lunch period will not be considered as part of the regularly assigned work day.
 1. All hours worked in excess of eight (8) per day and/or forty (40) per week shall be compensated with equal time off at a later date, or time and one-half (1 1/2), at the employee's option. Compensatory time off must be taken within two (2) weeks of its accrual unless agreed to by the Supervisor.
 2. Work Breaks: For full-time employees, a work break of fifteen (15) minutes will be allowed during each half (1/2) day period.
- D. The building offices will be closed during Christmas and Spring vacation. If they are open and secretaries work, they then shall be compensated for it. This extra work must be authorized by the Superintendent.

- E. All secretaries shall be hired on a weekly salary basis. The length of the work year shall be determined by the Superintendent.
- F. The statements in this Article shall not be construed as a guarantee of hours per day or week.
- G. Time paid shall be considered as time worked.
- H. Overtime pay shall not be pyramided.
- I. The regular work week shall be Monday through Friday, inclusive. Premium pay for Saturday, Sundays, and Holidays will be paid as follows:
 - Saturday: Time and one-half.
 - Sunday: Double time.
 - Holidays: Double time in addition to regular holiday pay as defined in Article 13.
- J. Overtime work shall be distributed equally within buildings, insofar as practical, among those employees qualified to do the work available on each occasion. The opportunity to work shall be afforded to the employee who has the least number of overtime hours within that building. Employees who refuse overtime hours shall be charged the number of hours as though they had accepted the assignment. A record of overtime hours shall be maintained and made available to the Union on request. Emergency overtime, when necessary to provide essential services, shall be mandatory. Otherwise, overtime shall be on a voluntary basis.
- K. Teacher In-Service days shall be work days and those employees requested not to report shall be paid.
- L. Act of God days, Snow days, etc.
 - 1. Full-time (12 month) secretaries.
 - a. When the school(s) are closed due to natural causes, acts of God, etc., secretaries will be paid for those days and may be called into work.
 - 2. Should state law be changed to allow the emergency closing days to be counted for State Aid, then Sections L. 1. and 2., above, would be null and void, and the following language shall control emergency school closing. "When school(s) are closed due to natural causes, acts of God, etc." secretaries will be paid for these days and may be called in to work. They will be granted a compensatory day at the end of the school year.
 - 3. School closing information will be carried on local radio stations.

ARTICLE 15. COMPENSATION

The increase in wages for the employees covered in this Agreement is tied to the State Aid Foundation Grant and offset by the increases in Board paid retirement with a minimum of one percent (1.0%) increase and a maximum of two and one half percent (2.5%) for each year of the contract. The percent of increase will be determined as follows: percent of increase in State Aid Foundation Grant minus the percent of increase in Board paid retirement equals wage increase. If this calculation is less than 1%, the wage increase will be 1%. If this calculation is above 2.5%, the wage increase will be 2.5%.

Example 1: State Aid Foundation Grant increased by 3%
Board paid retirement increased by 0.5%
Wage increase = 3% - 1.5%
Wage increase = 2.5%

Example 2: State Aid Foundation Grant increased by 2%
Board paid retirement increased by 1.5%
Wage increase = 2% - 1.5%
Wage increase = 0.5%
Since the wage increase is below 1%, the increase shall be 1%

The basis for the calculations of the current year wage table shall be based upon the previous year's schedule.

A. Hourly rates by experience shall be as follows:

July 1, 2005 through June 30, 2006

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$12.22	\$12.90	\$13.63	\$14.66

July 1, 2006 through June 30, 2007

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$12.41	\$13.10	\$13.84	\$14.88

B. Longevity - Payment for continuous years of service as a secretary in the School District shall be on the following schedule:

1. After completion of 15 years - 1.0% increase.
2. After completion of 16 years - 1.5% increase.
3. After completion of 17 years - 2.0% increase.
4. After completion of 18 years - 2.5% increase.
5. After completion of 19 years - 3.0% increase.

C. Experience step and longevity step increases shall be added to the weekly wage rate on

the first Monday following the employee's anniversary date.

ARTICLE 16. INSURANCE BENEFITS

A. The Board agrees to provide the following fringe benefits:

Insurance protection from the modified MESSA PAK Program for a full twelve month period. (Internal and external coordination of benefits shall be included.)

1. MESSA PAK A shall include:
 - a. MESSA Super Care 1, with the Board paying the \$100.00 and the \$200.00 deductibles, and \$5.00 for each prescription co-pay. The Board will not reimburse the deductibles, but will reimburse \$4.50 for each prescription.
 - b. Long-Term Disability at 66 2/3 percent of the monthly salary, up to a maximum of \$3,500.00 with a thirty (30) calendar day wait; 2-year alcoholism/drug addiction; 2-year mental/nervous.
 - c. Delta Dental:
80/80/50 with adult ortho rider, with a \$1,000 per year maximum on Class I and Class II benefits, and \$1,300.00 lifetime benefit on Class III benefits.
50/50/50 with adult ortho rider, with a \$1,000.00 per year maximum on Class I and Class II benefits, \$1,300.00 lifetime benefit on Class III benefits. The 50/50/50 plan is for all employees whose spouses are covered by an employer-paid dental insurance plan with internal and external coordination of benefits.
 - d. Term Life Insurance in the amount of \$50,000.00 with AD & D.
 - e. VSP-3 Vision Insurance.
2. The MESSA PAK B shall include:
 - a. Delta Dental:
80/80/50 with adult ortho rider, with a \$1,000.00 per year maximum on Class I and Class II benefits and \$1,300.00 lifetime benefit on Class III benefits.
 - b. VSP-3 Vision Insurance
 - c. Term Life Insurance in the amount of \$40,000 with AD & D.
 - d. Long-Term Disability the same as in MESSA PAK A.
3. Employees not electing health insurance shall be eligible to receive \$145.00 per month if participation is at 50% or higher, otherwise, \$125.00 per month, which the employee may apply to any of the authorized annuity carriers to which the Board is currently remitting annuity payments.
4. Employees who have Board-provided term life insurance have a 31-day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within 31 days of their last day of employment.

- C. Full-time employees who are returning from lay off or unpaid leave of absence, shall be eligible for Board paid insurance benefits upon submission of written applications. Coverage to be effective on the first day of the month following the month work commenced.
- D. Changes in family status shall be reported by the employee to the Superintendent's office within thirty (30) days of such change. The employee shall be responsible for any overpayment or under-payment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

ARTICLE 17. MISCELLANEOUS

- A. Re-Opening Clause:
 - 1. This Agreement may be re-opened during its duration by mutual consent of both parties.
 - 2. A request for re-opening must specify the Article(s) and/or Section(s) to be negotiated.
 - 3. It shall not be obligatory on either party, however, to re-open negotiations during the duration of this Agreement.
 - 4. And Amendment or Agreement supplement to this Agreement shall not be binding on either party unless executed, in writing, and signed by both parties hereto.
- B. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, or other established or to be established governmental administrative board, such invalidation shall not affect the remaining portions of this Agreement. Upon issuance of such a decision, the parties agree to negotiate a substitute for the invalidated Article, Sections, or portion thereof.
- C. The Board may, at its discretion, require that employees provide medical data from the employee's doctor for any illness or injury that requires an employee to be absent from work for three (3) consecutive days or after six (6) separate absences in any fiscal year.
- D. The Board shall, as directed under state law, have its employees covered under worker's compensation laws for job-related injuries.
- E. Time lost by any unauthorized absences from duty will result in proportionate salary reduction for those unauthorized absences.
- F. In order to provide continuing health protection for students, it shall be the policy of the Board that:
 - 1. Upon initial employment, each employee will be required to have a physical examination certifying that the individual is capable of carrying out his particular assignment. This physical examination shall be done by a physician licensed in

the State of Michigan, and at the expense of the individual employee.

2. All employees must have a tuberculin skin test or chest x-ray. A certificate of freedom from tuberculosis must be filed with the Superintendent's office. The Board will furnish the tuberculin skin test. If an x-ray is required of the employee, it shall be done at the expense of the employee. Failure to file said certificate, will result in withholding pay until such filing has been completed.
- G. The Board of Education is genuinely interested in maintaining maximum employment for all employees covered by this Agreement consistent with the needs of the School District. Therefore, in making these determinations, the Board of Education intends to keep the interest of the employees in mind.
- H. No employee shall be required to maintain or establish residency as a condition of employment, nor shall any discrimination be exercised due to location of residency.
- I. The Board agrees to grant use of school buildings for Chapter meetings, provided that when special custodial or cafeteria service is required, a reasonable charge may be made. The meetings shall be scheduled in advance with the Building Principal.
- J. This Agreement shall supersede any rules, regulations, or past practices of the Board which shall be contrary to or inconsistent with the terms, and these past practices shall not be recognized unless committed to writing and incorporated into this Agreement.

ARTICLE 18. WAIVER CLAUSE

The parties acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 19. DURATION OF AGREEMENT

- A. This Agreement shall be effective upon the date of its execution by the parties, being the day and year first above written and shall continue in effect until the last day of June, 2007, and from year to year thereafter, unless either party shall notify the other, in writing, at least ninety (90) days prior to its initial expiration date, or any anniversary thereafter, that such party desired to terminate this Agreement. In the event that such notice is given, negotiations shall begin not less than sixty (60) days prior to the expiration or anniversary

date. The contract shall be opened each year for wage discussions.

- B. In the event that either party desires to modify, but not to terminate this Agreement, it shall serve notice thereof on the other party, in writing, at least ninety (90) days prior to said expiration or anniversary date, and negotiations shall begin not later than sixty (60) days prior to the expiration or anniversary date. In such case, this Agreement, in the absence of a termination notice by the other party under this Section, shall remain in full force and effect after its expiration date during the period of negotiation and until notice of termination of this Agreement is provided to the other party in the manner set forth below.
- C. At any time during negotiations occurring after the expiration date under either of the preceding subsections, either party may terminate this Agreement by giving the other party written notice thereof not less than thirty (30) days prior to the desired termination date, which notice shall not be given before the expiration or anniversary date set forth above.]
- D. This Agreement may be extended by written mutual agreement on a day-to-day basis after termination.

SIGNATURE PAGE

AGREEMENT

between

**AFSCME LOCAL 1918-Q-1
(Secretaries)**

and

BENTLEY COMMUNITY SCHOOLS

FOR THE UNION:

FOR THE EMPLOYER:

Chapter Chairperson / Date

Superintendent of Schools / Date

AFSCME Representative / Date

President, Board of Education / Date

This original contract was ratified by the Bentley Board of Education on October 26, 2004 and again for salary opener only, on December 13, 2005. It will expire June 30, 2007 but will have salary openers each year. The wages are retroactive to July 1, 2005.

**During salary opener for 2006-07 school year, contract language under ARTICLE 15. COMPENSATION was changed as follows:

The increase in wages for the employees covered in this Agreement is tied to the State Aid Foundation Grant and offset by the increases in Board paid retirement with a minimum of one percent (1.0%) increase and a maximum of two and one half percent (2.5%) for each year of the contract. The percent of increase will be determined as follows: percent of increase in State Aid Foundation Grant minus the percent of increase in Board paid retirement equals wage increase. If this calculation is less than 1%, the wage increase will be 1%. If this calculation is above 2.5%, the wage increase will be 2.5%.

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Since the wage increase is below than 1.0 %, the increase shall be than 1.0 %.