

MASTER AGREEMENT
BETWEEN THE
RICHMOND BOARD OF EDUCATION
AND THE
SECRETARIAL UNIT
TEAMSTERS STATE, COUNTY, AND MUNICIPAL
WORKERS – LOCAL 214

2005-2006

2006-2007

2007-2008

50180

2008 06 30

TEAMSTERS

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PREAMBLE

THIS AGREEMENT, entered into this 8th day of November, 2005, by and between the Richmond Community Schools, hereinafter referred to as the "Employer", and Teamsters State, County and Municipal Workers Local 214, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union", shall:

ARTICLE 1 PURPOSE AND INTENT

Set forth the terms and conditions of employment and promote orderly and peaceful labor relations for the mutual interest of the Employer, employees, Union and community.

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree of friendly and cooperative relations between all parties to and at all levels of this Agreement.

The parties agree that no grievance may be filed, processed or arbitrated under this, the Purpose and Intent portion of the Agreement.

ARTICLE 2 RECOGNITION

Section 1.

Pursuant to authority vested in the Michigan Employment Relations Commission, it is hereby certified that Teamsters State, County and Municipal Workers Local 214 has been designated and selected by a majority of employees of the named Employer, in the unit described below, as their representative for the purposes of collective bargaining, and that, pursuant to Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, Teamsters Local 214 is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

UNIT:

(Unit D): All secretaries and technical assistants but EXCLUDING substitutes, students, and temporary per diem personnel. When used hereinafter in this agreement, references to female employees shall include male employees.

ARTICLE 3
NO STRIKE -NO LOCKOUT

Section 1.

The Union agrees that for the life of this Agreement there shall be no strikes, slow-downs, or interference with the Employer's ability to provide service to the community.

Informational picketing is allowed only in accordance with the above restrictions.

The Employer agrees there shall be no lock-outs during the term of this Agreement.

ARTICLE 4
EXTRA CONTRACT AGREEMENTS

Section 1.

The Employer, for the life of this Agreement, agrees not to enter into any agreement with any other labor organization with respect to wages hours or working conditions of any employee or employees covered by this Agreement, nor will the Employer solicit, aid or encourage any other labor organization in regards to this employee group.

The Employer further agrees not to enter into any agreement with individual employees or group of employees, which in any way is inconsistent with this Agreement or circumvents its obligation of collective bargaining with the Union.

ARTICLE 5
NON-DISCRIMINATION

Section 1.

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights.

Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, color, creed, national origin, age, political orientation, union affiliation, sex, sexual orientation, marital status or non-disabling handicap except where based on a bonafide occupational qualification.

Grievances brought under this Article V of the contract may not be advanced beyond the Board level, i.e., may not proceed to arbitration. Nothing contained herein shall, however, be construed to limit the employees' rights under appropriate laws or statutes.

ARTICLE 6
AGENCY SHOP

Section 1.

Employees are free to join or not join the Union. Employees who are members of the recognized bargaining unit but who are not members of the Union may join the Union by initiating their Union application form and dues deduction.

Section 2.

The Employer agrees to deduct from the wages of an employee who is a member of the Union, all Union membership dues and initiation fees uniformly required, as provided authorization in accordance with the standard form used by the Employer provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the District and to the Union.

Section 3.

Any person who is not a member of the Union and does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date they first become a member of the bargaining unit, whichever is later, shall, as a condition of employment, pay to the Union a service fee as a contribution towards the negotiation and administration of the contract. Employees who fail to comply with this requirement shall be removed from the bargaining unit within thirty (30) calendar days after receipt of written notice by the employing Department from the Union, unless otherwise notified by the Union in writing within said thirty (30) calendar days, and provided that the Union shall release the Department from fulfilling the obligation to remove if during such 30-day period the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.

Section 4.

The Employer agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union services fees uniformly required as provided in a written authorization in accordance with the standard form used by the Employer, provided that the said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the District and to the Union.

Section 5.

All Union membership dues and service fees will be authorized, levied, and certified in accordance with the By Laws of the Union. Each employee and the Union hereby authorize the

Employer to rely upon and to honor certifications by the Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent reasonably promptly to the Secretary -Treasurer of the Union. The Secretary-Treasurer of the Union shall not request the Employer to change the amounts so deducted more often than four times each fiscal year.

Section 6.

The Union shall not have the right or interests whatsoever in any money authorized withheld until such money is actually paid over to them. The Employer or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union. The Employer and its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments.

Section 7.

The Union shall refund to employees, dues and service fees erroneously deducted by the Employer and paid to the Union. The Employer may offset any amount erroneously or improperly deducted and paid to the Union from any subsequent remittance to the Union.

Section 8.

Upon receipt of written notification from the Union, the Employer agrees to make a special deduction from a member's paycheck to recover delinquent dues or service fees. This deduction will continue until the Union notifies the Employer in writing to stop the deduction. Any refunds for overpayments will be the responsibility of the Union. The maximum amount the Employer will deduct for delinquent Union dues or service fees from any paycheck will be limited to \$25.00 per paycheck.

Section 9.

The Union agrees to save and hold harmless the Employer from any damages or other financial loss which the Employer may be required to pay or suffer as a consequence of enforcing the above provisions.

ARTICLE 7 DISTRICT RIGHTS

Section 1.

It is recognized that the management of the District, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the District. Other rights and responsibilities not abridged by this Contract shall belong solely to the District and are hereby recognized. Said rights shall include, by way of example and not by way of limitation, the following:

- A. The right to decide the number and locations of its facilities, departments, etc.; work to be performed within the unit; the right to discontinue jobs; all the decisions regarding maintenance and repairs, amount of supervision necessary; methods of operation; scheduling of hours, manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate the District's operations.
- B. Further, it is recognized that the responsibility of management of the District for the selection and direction of the working forces includes the right to decide the number of employees, the right to hire, suspend, discipline or discharge for just cause; assign work within the unit; promote or transfer; the right to decide employees qualifications; to determine the amount of overtime to be worked, if any; the right to make necessary rules and regulations governing employee conduct and safety; and to relieve employees from duty because of lack of work or other reasons; is vested exclusively in the District, subject only to the provisions of this Agreement as set forth herein.
- C. The District's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise or such function or right in a particular way shall not be deemed a waiver or a past practice, or preclude the District from exercising the same in some conflict with the express provisions of this Agreement. The Union is not waiving the right to make its views known to the District prior to the time changes in management practices are made. The preceding sentence does not require the District to negotiate management decisions which are covered by this Article.

ARTICLE 8
GRIEVANCE PROCEDURE

A. Definitions:

- 1. A "grievance" is a complaint for an employee in the bargaining unit, or by the Union in its own name, based on an alleged violation, misinterpretation, or misapplication of one or more of the expressed provisions of this Agreement.

Every grievance must allege a violation, misinterpretation or misapplication of a specific article and section of this Agreement which is alleged to have been violated in order for the grievance to be acceptable for processing under the grievance procedure.

- 2. The Grievant is the employee making the claim.
- 3. A "party in interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance complaint.
- 4. The term "day" shall mean a school day.

B. Purpose:

1. The primary purpose of this procedure is to secure, at the lowest possible level equitable solutions to grievances.
2. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. The parties agree to exchange all information and documentation, cite all Article violations, and identify all potential witnesses at the 3rd Step hearing. In the event either party does not comply with these exchanges, then that party will be prohibited from using the information in the Step 4 or in arbitration.

C. Structure:

The Superintendent shall be the Board's administrative representative when a grievance arises.

D. Procedure:

The number of days indicated at each level is considered as maximum and every effort will be made to expedite the process. The time limits may be extended or reduced by mutual consent in writing.

LEVEL ONE: APPROPRIATE SUPERVISOR

1. Step 1 -Informal Step: An employee with a grievance shall discuss it with the immediate Supervisor within ten (10) days. A sincere attempt will be made by both parties to reach an amicable agreement. There shall be no written record of this meeting.
2. Step 2 -Formal Step - Supervisor:
 - a) If the employee is not satisfied with the results of the informal discussion, the employee shall place the grievance in writing and present it to the Supervisor within five (5) days following the informal conference.
 - b) The employee may again meet with the Supervisor and discuss the matter, alone or together with the employee's union representative. The Supervisor shall also have the right to have another representative present.
 - c) A written and signed disposition of the grievance shall be made within five (5) days by the Supervisor.

Step 3 -LEVEL 2 -SUPERINTENDENT OF SCHOOLS AND UNION

If the grievance has not been settled, it shall be presented by the Steward in writing, to the Superintendent within ten (10) working days after the supervisor's response is received. A meeting will be rescheduled within five (5) working days between the Teamster Business Agent, Steward,

and Superintendent in an attempt to resolve the issue. The Superintendent shall render a decision in writing, within ten (10) working days of the meeting.

Step 4 -LEVEL 3 - ARBITRATION

If the answer at Step 3 is not satisfactory and the Union wishes to carry it further, the Union shall have ten (10) days from date of the receipt of the Superintendent's answer in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to Teamsters Local 214's Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within thirty (30) days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within ten (10) days it will be considered closed on the basis of the last disposition.

1. The arbitrator so selected will hold hearings promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if all arguments have been waived, then from the date the final statements and proofs are submitted to him.
2. Arbitrability: The following matters shall not be arbitrable and shall not be subject to arbitration:
 - a) Any grievance based on the statement of The Purpose and Intent of the Parties - Article 1 of the Contract.
 - b) Any matters which are not arbitrable under the specific provisions of this Agreement.
 - c) The Arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations or misapplications of a specific article and section of this Agreement. The Arbitrator shall also have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The Arbitrator shall also have no power to establish salary scales, change any salary figures in this Agreement or increase or change any staffing requirements as established by the District.
 - d) The Arbitrator's power shall be limited to deciding whether the District has violated a specific article or section of this contract. It is agreed the Arbitrator shall have no power to change any practice, policy or rule of the District through substituting his judgement for that of the District as to the reasonableness of any practice, policy, rule or any action taken by the District. The Arbitrator shall have no power to enforce any past practice of the District wherein the District has decided to terminate a past practice provided that the District has given advance notice to the Union of its termination of said past practice.
 - e) The Arbitrator shall have the power to render a monetary award that provides

to a grievant compensation he/she would have received under this Agreement. However, the Arbitrator shall have no power to make a monetary award that provides for compensation not specifically provided for in this Agreement. The Arbitrator shall have no power to award consequential or other damages and shall have no power to award interest or attorney fees.

- f) In rendering the decision of the grievance, the Arbitrator shall give full recognition to all management rights of the School District and the Arbitrator shall have no power to overturn any management decision of the District unless such decision is found to be arbitrary or capricious.
- g) The Arbitrator shall have no power to apply state or federal law and shall not base his decision upon any claimed violation of State or federal law.
- h) The Arbitrator's decision shall be submitted in writing and shall set forth his findings as to the facts and his interpretation of the contract.
- i) If an Arbitrator in rendering an award exceeds the authority specifically delegated by this contract, the award shall be unenforceable. An award within the authority delegated to the Arbitrator by this Agreement shall be final and binding on the parties.

- 3. The decision of the Arbitrator, if within the scope of his authority, as above set forth, shall be final and binding.
- 4. The fees and expenses of the Arbitrator shall be shared equally by both parties.

E. Rights of Employee to Representation:

- 1. Any party of interest may be represented by the Union at all meetings and hearings at any level of the grievance procedure.
- 2. The Union shall have the right to be present and to state its views at the adjustment of the grievance.

F. Miscellaneous:

- 1. A grievance may be withdrawn at any level. Withdrawal of the grievance shall terminate the grievance and the grievance procedure and the aggrieved person or persons shall not be permitted to further continue the same.
- 2. Decisions rendered at all levels shall be in writing and shall be promptly transmitted to the grievant and the Union.
- 3. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reasons of such participation.

4. No document, communication, or record dealing with a grievance shall be filed in the personnel file of the grievant.
5. All information and records pertaining to the grievance shall be made available to the Board and the Union upon written request.
6. Failure of the aggrieved person or Union to comply with the foregoing procedures cancels the grievance.
7. Grievances shall be processed outside of regular school hours unless mutually agreed to by all parties.
8. The time requirements herein specified are deemed to be of the essence in this article.

G. Expiration of Agreement

Notwithstanding the expiration of this Agreement, any claim or grievance which arose during the term of this Agreement shall be processed through grievance procedure until resolution.

ARTICLE 9
PROBATIONARY WORK PERIOD

Section 1.

All new employees of the School, both full and part-time, are subject to a probationary period of eighty-five (85) working days. During the probationary period, employees are under continuous observation and evaluation. The probationary period may be extended to ninety (90) days if needed. Probationary employees do not have recourse to the grievance procedures.

Section 2.

An employee evaluation form will be completed by the supervisor of the new employee after the first thirty (30) days of the probationary period. This allows an opportunity for both the supervisor and employee to consider the employee's performance and highlight any difficulties or problem areas that may need improvement in order to insure the continuation of that person's employment. Another evaluation will be completed before the end of the probationary period.

Section 3.

Upon satisfactorily completing the probationary period, the employee shall take a place on the appropriate seniority list. The probationary employee shall begin to receive all benefits after sixty (60) calendar days, including health care if they meet the required qualified hours of work.

ARTICLE 10
CHIEF STEWARD

The Union shall designate in writing to the Employer and the membership, the name of the Steward it wishes to serve as Chief Steward and the name of the person it wishes to serve as the Alternate Chief Steward to serve in the absence of the Chief Steward.

In addition to the Steward's duties enumerated above, the Chief Steward shall:

1. Have the right to investigate and present class action grievances.
2. Be present at all Step 3 grievance hearings.
3. Be present at all disciplinary hearings.
4. Be present when a transfer or offer of a new position is being discussed between an employee and a supervisor.

ARTICLE 11
RELEASE TIME FOR STEWARDS AND COMMITTEE PERSONS

Upon requesting and receiving permission from his or her supervisor, the Steward may have time off without loss of pay to:

1. Investigate, process and present grievances.
2. Attend special conferences with the Employer.
3. Attend all contract negotiations with the Employer.
4. Attend all administrative disputes regarding the Employer and the Union.

Should such meetings go beyond the employees' regular quitting time, the Employer shall not be obligated to pay overtime.

The Union understands that such release time is a privilege and not to be abused. The Employer will not unreasonably deny such release time. Release time will only be taken on the Employer's time with prior permission of the employee's immediate supervisor.

ARTICLE 12
DEFINITION OF EMPLOYEES

Section 1.

- A. A full-time position will be defined as an employee working 6 hours per day, 30 hours per week.
- B. A part-time employee shall be defined as one working less than 6 hours per day, 30 hours per week.
- C. A technical assistant must have a minimum of an Associate Degree in library tech, or a minimum of four years full-time experience in a certified library as a library aide. The current incumbent in the position of

Library Technician meets the qualifications to hold this classification by mutual agreement of the parties.

Section 2.

A regular part-time employee shall be defined as one who has successfully completed a probationary work period, is in a position created for a duration of not less than six months, and whose hours are regularly less than six (6) but more than three (3) hours per day or less than thirty (30) but more than fifteen (15) hours per week.

Regular part-time employees are covered by the personnel rules, except that their fringe benefits are prorated at a level commensurate with their hours of work.

Section 3.

Other part-time employees (less than 15 hours), temporary employees, are entitled to the following fringe benefits only:

- 1) Worker's Compensation Insurance.
- 2) Federal Social Security.
- 3) School Employees Retirement Fund.

ARTICLE 13
CLASSIFICATIONS

The following are distinct classifications within this bargaining unit:

Secretary
Clerical Library Aide

ARTICLE 14
SENIORITY

Section 1.

Seniority shall be based on the maximum work year of eleven (11) months. Each eleven (11) months of service in the fiscal year (July 1 to June 30 of each year) shall constitute one year of service for purposes of calculating school seniority.

Section 2.

Regular part-time employees shall have their seniority prorated using the above formula of eleven (11) months equaling one year. (Example: half time people would be credited with five and one-half (5) months for each fiscal year worked.)

Section 3.

Substitute work in a bargaining unit position will count toward seniority if the substitute is hired into the bargaining unit with no break in service. The same shall be true for those hired from other sources such as Manpower, JTPA, CETA, etc.

Section 4.

Upon completion of his/her probationary period, the employee will be considered to have seniority computed from the first work day. An employee's seniority is understood and agreed to be the length of service acquired and shall start and accumulate from the most recent date of hiring of said employee. However, longevity, vacation accumulation, and sick leave accumulation will be calculated in accordance with District seniority (i.e. total seniority with the District regardless of position).

Section 5.

A person transferring from a different association or bargaining unit within the school district shall not carry his/her seniority to this bargaining unit.

Section 6.

An employee shall lose his seniority for the following reasons only:

1. The employee resigns.
2. The employee is discharged.
3. Retirement under the Michigan School Employees Retirement Fund.

ARTICLE 15
WORK SCHEDULE

Section 1.

The regular workday shall be seven and one-half (7.5) hours.

Section 2.

The regular workweek shall be thirty-seven and one-half (37.5) hours.

Section 3.

Any employee reporting for work during his/her regularly scheduled working hours who is sent home through no fault of his/her own shall be paid a minimum of two (2) hours of work. The same shall be true of any employee called back outside of his/her regular work hours.

ARTICLE 16
OVERTIME

Section 1.

No overtime may be worked without the prior authorization of the Supervisor or Department Head. All overtime hours worked are to be accurately reflected on the weekly time sheet and overtime hours will be rotated among employees consistent with the practice in effect the date of this Agreement.

Section 2.

Time and one-half (1 1/2) shall be paid for all time worked over and above 37.5 hours in any week or 7 1/2 hours in one day.

Time and one-half (1 1/2) shall be paid for work on Saturdays.

Double time shall be paid for work on Sundays.

Triple time shall be paid for work on holidays.

All overtime must be approved by the Superintendent or his designee in advance of the overtime worked.

ARTICLE 17
REST PERIODS

Section 1.

Employees are permitted a rest period of fifteen (15) minutes each half day (approximately 4 hours) of work. Rest periods are to be taken with the approval of the supervisor at such times and in such a manner that they shall not interfere with the efficiency of the School.

ARTICLE 18
EMPLOYEE RIGHTS

Section 1.

The Board agrees to furnish to the Union, in response to reasonable requests, financial information of the District for collective bargaining together with information which may be necessary for the Union to process any grievance or complaint.

Section 2.

Employees shall be entitled to full rights of citizenship and no political or religious activities, or lack of it, shall be grounds for any discipline or discrimination with respect to employment.

Section 3.

Reprimands, warnings and discipline for any infraction of rules or delinquency in performance are sometimes necessary. An employee receiving a reprimand, warning or discipline has the right to defend herself/himself by discussing it with the appropriate administrator before action is taken. The employee may have a member of the Union present as a witness upon her/his request.

ARTICLE 19
LAYOFFS

Section 1.

Prior to the laying off of any regular employee, all temporary, part-time, seasonal and probationary employees shall be laid off.

Section 2.

Layoffs of regular full-time employees shall be strictly by bargaining unit seniority; i.e., last hired, first laid off, within the classification being reduced.

Section 3.

Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. Employees to be laid off at the beginning of a school year will be notified by June 1st of the preceding school year. The Union shall receive a list of employees to be laid off on the same date as the notices are issued to the employees being laid off.

Section 4.

Recall shall be in the inverse order of the above.

Section 5.

Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report to work within ten (10) working days from the date of the receipt of notice or recall, her employment shall be considered terminated.

Section 6.

There shall be no demotions of supervisory personnel to unit positions during layoffs, and any non-bargaining unit employees doing clerical work shall be subject to layoff before any in a bargaining unit employee.

Section 7.

Nothing contained herein, however, shall bar the school from assigning such casual duties as have historically been performed by non-bargaining unit members.

ARTICLE 20
UNION RIGHTS

Section 1.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

Section 2.

The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 3.

Employees will have the option of receiving their wages in 21 or 26 equal pays which will be paid on a biweekly basis. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 4.

When an employee is required by the Employer to provide his/her own transportation to and from a job location, he/she shall receive an allowance of whatever the Internal Revenue Service allows per mile. The Employer will provide transportation wherever possible.

Section 5.

No member of this unit shall be required to do work outside the concept of his/her classification, nor shall any other employee perform duties which are outside the concept of her classifications covered by this Agreement, except under emergency conditions (as defined in this Agreement) and except in those cases where the duties performed which fall within the concept of a classification covered by this Agreement are not the primary function. The concept of the classifications are described in the classification specifications.

It is understood by the parties that every incidental duty connected with operations is not always specifically described or enumerated in the job description or the classification specifications.

Section 6.

A classification may not be removed from the Teamsters bargaining unit by merely changing the title or by modifying the classification specifications or for the purpose of undermining the Union.

Section 7.

Any alleged violation of Union rights in this Article, is subject to an immediate hearing of the pre-arbitration panel after Step 3 of the Grievance Procedure has been completed.

ARTICLE 21
SAFETY

The Union and the Employer agree that safety is a major priority and that proper safety equipment and procedures shall be used at all times. To assure that these procedures are being followed, the parties agree that there shall be periodic safety meetings. These meetings shall be requested in advance by either party with the presentation of an agenda of concerns to be discussed. No more than two (2) designated representatives of the Union and no more than two (2) of management shall attend.

ARTICLE 22
TRANSFERS/VACANCIES

Section 1.

Transfers would take place under four (4) separate categories:

1. Voluntary
2. Involuntary
3. Permanent
4. Substitute

1. Voluntary transfers:

Vacancies would be posted for a period of five (5) working days. All those wishing to be considered for the vacancies would sign a bid sheet and the most senior qualified person would receive the transfer.

2. Involuntary transfers:

Involuntary transfers may be necessary from time to time for the good of the employee and the district. Such involuntary transfers would not be arbitrary or punitive and in all cases would be accompanied by a notice to the employee and the Union stating the reasons for such transfers. If requested by either party, a meeting will be held to discuss the reasons or such transfer. Prior to any involuntary transfer, a five (5) day posting seeking volunteers will be made.

3. Permanent transfers:

Permanent transfers made necessary by the death, resignation or retirement of the incumbent would be filled by posting the position and if no senior employee applies would be filled by inverse order of seniority.

4. Substitute Placement:

Secretaries will not be required to make arrangements for substitutes. This provision to become effective with the start of the 2000-2001 school year.

5. Regular employees who transfer to other positions or locations within the bargaining unit shall serve a sixty (60) day probationary period. At any time during this sixty (60) day probationary period, the employee may be returned to their former positions without loss of seniority upon recommendation with reason from the supervisor and approval of school administrator.

ARTICLE 23
SECRETARIAL COMPENSATION

<u>STEP</u>	<u>2005/2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	\$10.43	\$10.64	\$ 10.86
2	11.17	11.39	11.62
3	11.75	11.99	12.23
4	12.29	12.54	12.79
5	12.85	13.11	13.37
6	13.41	13.68	13.95
7	14.01	14.30	14.59
8	14.59	14.88	15.18
9	15.21	15.51	15.82
10	15.75	16.07	16.39

All new hires will be started at the Step 1 Level unless a higher step placement is mutually agreed between the parties.

Section 2.

The longevity pay schedule shall be as follows:

6 through 9 years:	\$220
10 through 14 years:	\$440
15 through 20 years:	\$660
21 through 25 years:	\$880
26 years and over:	\$1,100

July 1 shall be the determining date as to when each employee moves to the next level of the longevity pay salary schedule.

Section 3.

A participating terminal pay program shall be initiated as follows:

Clerical employees, upon termination of employment, will receive a terminal leave payment of Sixty Dollars (\$60) per year of accumulated seniority. A clerical employee must have a minimum of ten (10) years seniority to qualify.

In lieu of the above, a clerical employee may choose to participate in the terminal pay program:

1. The clerical employee, upon termination of employment will receive a terminal leave payment of Sixty Dollars (\$60) per year of accrued seniority for the first ten (10) continuous years.
2. After ten (10) years of continuous service, the Board will match up to a maximum of Sixty Dollars (\$60) per fiscal year deductions for tax sheltered annuities.
3. After twenty (20) years of continuous service, the Board will match up to a maximum of One Hundred Twenty Dollars (\$120) per fiscal year deductions for tax sheltered annuities.

ARTICLE 24
CLERICAL/LIBRARY AIDE SENIORITY LIST

Section 1.

The following are the guidelines used to establish the seniority list:

1. Seniority will be based on a maximum of eleven (11) months per year.
2. Part-time employees will have their seniority prorated; i.e., half-time people will earn a maximum of 5½ months per year.
3. Substitute work in a bargaining position will count toward seniority if

- the person is hired into a bargaining position with no break in service.
4. Time worked on bargaining positions under any outside agency such as CETA will count towards seniority if the person is hired into a bargaining position with no break in service.

Section 2.

The current position of Library Technician will be placed into the bargaining unit covered by Instructional Technicians when the incumbent leaves the position.

ARTICLE 25
TRANSFERS OUTSIDE OF BARGAINING UNIT

Any employee transferred out of the bargaining unit may transfer back to the bargaining unit within the first six (6) months either at his own request or management's request without loss of seniority. Should the transfer last more than six (6) months, he can return only to a vacancy and carry only the seniority earned while in the bargaining unit.

ARTICLE 26
VACATIONS

Section 1.

A. Regular employees hired prior to the ratification of this agreement shall be entitled to the following vacation schedule:

(Days per year)	<u>247/260 DAY</u> <u>EMPLOYEE</u>	<u>217 DAY</u> <u>EMPLOYEE</u>	<u>194 DAY</u> <u>EMPLOYEE</u>
AFTER:			
12 Months	5	4.4	3.95
24 Months	10	8.8	7.90
36 Months	15	13.2	11.85
15 Years	20	17.6	15.80

Regular employees hired after the ratification of this agreement shall be entitled to the following vacation schedule:

(Days per year)	<u>247/260 DAY</u> <u>EMPLOYEE</u>	<u>217 DAY</u> <u>EMPLOYEE</u>	<u>194 DAY</u> <u>EMPLOYEE</u>
AFTER:			
12 Months	5	2	1
24 Months	10	4	3
36 Months	15	6	5
15 Years	20	8	6

- B. Whenever possible, employees shall have the right to choose the time of their vacation.
- C. Employees may take their vacation at Christmas, winter and Easter breaks.
- D. Employees may elect to take up to ten (10) days vacation during the school year.
- E. The scheduling of such vacations shall be subject to the operational needs of the District.
- F. Regular part-time employees and those with a fraction of a year's employment will be allowed vacations prorated on the basis of hours usually worked.
- G. Vacations must be requested in writing thirty (30) days in advance and approved by the supervisor.
- H. Vacation time is to be used each year and will not be carried over. If vacation cannot be taken during the anniversary year, because of assignment by the supervisor, the employee will be paid for their vacation time or other arrangements made with the Superintendent of Schools.
- I. Unused vacation time will be paid at termination of employment, prorated according to schedule.
- J. Vacation pay shall be paid in advance of the vacation if requested in writing by the Friday preceding the payroll period.

ARTICLE 27
HOLIDAYS

Section 1.

The following shall be considered as paid holidays:

- July 4th
- Labor Day
- Thanksgiving Day
- Friday After Thanksgiving
- First Working Day Preceding Christmas
- Christmas Day
- First Working Day Preceding New Year's Day
- New Year's Day
- Good Friday
- Memorial Day

For employees hired after November 1, 1994, to qualify for July 4th holiday, their regular work schedule must include work days before and after that date.

Section 2.

If the holiday falls on a Saturday, Friday will be considered as the holiday. If the holiday falls on a Sunday, Monday will be considered as the holiday.

Section 3.

Holidays which occur during a vacation period shall not be counted as a vacation day.

Section 4.

An employee shall be eligible for holiday pay if he/she works his/her last scheduled work day prior to the holiday and the next scheduled work day following the holiday, unless excused by his/her supervisor, or is on authorized vacation, sick leave, jury duty day, funeral leave, or personal day.

ARTICLE 28
INSURANCE PROTECTION

Section 1.

A. The Board will offer the employee the following insurance:

- 1) The employee's choice of SET-SEG's Ultra-Med Preferred 1 (\$10/\$20), Ultra-Med Preferred 2 (\$10/\$40), or Flexible Blue 2 100% HSA.
- 2) Term life insurance in the amount of \$15,000 for those receiving medical benefits (Plan A), and \$35,000 for those that voluntarily opt out of medical benefits (Plan B) will be provided.
- 3) Long-term disability insurance will be provided after the expiration of 90 calendar days. Benefits shall be paid at 66 2/3% of salary to a weekly maximum of five hundred dollars (\$500).

B. The Board will fund 100% of the Flexible Blue 2 100% HSA premium(s), as well as 100% of the applicable deductible for each employee. If the employee chooses one of the other two health care plans, the Board will provide the following amounts towards the monthly premium cost of insurance benefits:

- 1) Year 1 (July 1, 2005 to June 30, 2006) \$1,137.24/mo for each eligible FTE that selects full health benefits (Plan A), and \$163.30/mo for each eligible FTE that does not select full health benefits (Plan B).
- 2) Year 2 (July 1, 2006 to June 30, 2007) \$1,194.10/mo for each eligible FTE that selects full health benefits (Plan A), and \$171.47 for each eligible FE that does not select full health benefits (Plan B)
- 3) Year 3 (July 1, 2007 to June 30, 2008) \$1,253.81/mo for each eligible FTE that

selects full health benefits (Plan A), and \$180.84/mo for each eligible FTE that does not select full benefits (Plan B).

C. **Plan A:**

- 1) Employee's choice of three medical plans listed in Section 1.A.
 - Major Medical
 - Term Life Insurance (See section 1.A.2)
 - Long Term Disability
 - Accidental Death & Dismemberment

- 2) SET-SEG 80/80/80, \$1,000 Dental Plan
 - Dental Insurance: Including orthodontic rider with no coordination of benefits.
 - or-
 - Dental Insurance: Including orthodontic rider with internal and external coordination of benefits.

- 3) SET-SEG Spectera "Gold" Vision Plan
 - Vision Insurance: Including internal and external coordination of benefits

- 4) See Section 1.B. for board contribution towards the plan.

Plan B:

- 1) SET-SEG Non-Health Care Package
 - Term Life Insurance (See section 1.A.2)
 - Long Term Disability
 - Accidental Death & Dismemberment

- 2) Upgraded SET-SEG 100/90/90, \$1,000 Dental Plan
 - Dental Insurance: Including orthodontic rider with no coordination of benefits
 - or-
 - Dental Insurance: Including orthodontic rider with internal and external coordination of benefits.

- 3) SET-SEG Spectera "Gold" Vision Plan
 - Vision Insurance: Including internal and external coordination of benefits

- 4) See Section 1.B. for board contribution toward the plan.

- D. If the monthly premium is less than the limits specified above, the monthly savings will be placed in an interest bearing escrow account, maintained on an "employee-specific basis." The Union will be advised, monthly of the running balance of any such escrow account, on an employee basis. At the end of any insurance benefit year and at the conclusion of the audit of the escrow account the employee(s) shall direct the Board to either (1) deliver to the employee(s) any balances then remaining in the

escrow account or (2) return the escrow amount to defray the expenses of any new premiums which may exceed the Board's required contribution. The Union shall hold the District, and its employees, harmless in the management of the escrow account fund.

- E. If, in any insurance benefit year, the monthly insurance premium exceeds the Board's contribution, any additional amounts shall be withdrawn from the employee(s) portion of the escrow account. If there are not sufficient funds in the escrow account to meet the employee(s) premium payment, then the required amount will be deducted from each employee(s) salary on a pre-tax basis to cover any deficit, and such deductions shall be made on a per day period basis.
- F. If an eligible FTE employee decides to "opt-out" from full health benefits (select Plan B), the Board shall compensate the employee Two Thousand Dollars (\$2,000) for that fiscal year. This compensation can be paid out directly to the employee, or can be contributed to the annuity of their choice.

Section 2.

In all items above, the provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits, nature and amount of benefits and all other aspects of coverage.

Section 3.

Employees will not be eligible to receive the above fringe benefits during their probation period.

Section 4.

The Union shall have the right to research alternate insurance options, and bring those to the attention of the administration if they desire to change their insurance carrier and/or coverage. Such changes, if approved, will only be made at the beginning of the year.

ARTICLE 29 LEAVES

Section 1.

Employees shall be permitted to be absent from their duties with the Richmond Community Schools without loss of pay because of personal illness subject to the following conditions:

- A. Employees shall be granted one (1) day of absence per month of service in the Richmond Community Schools, unused portions of which shall annually accumulate indefinitely until termination of employment. For the first year, new hires will receive one (1) sick day per month to be added to their sick leave amount at the end of the month. After five (5) years of continuous service, any employee retiring under state retirement plan or terminating

employment shall receive one-third (1/3) of their unused sick days at their daily rate up to a maximum of ninety (90) days.

- B. The total number of days of absence an employee is entitled to during the ensuing school year shall be credited to her account on the first day that her duties begin during that fiscal year, except new hires as noted above.
- C. Employees must be under firm employment, as defined by law, in order to be eligible to use their accumulated allowable days of absence.
- D. Employees shall be eligible to participate only during the effective days of valid employment between the employee and the Board of Education.
- E. Absences of less than seven (7) days resulting from a minor personal injury arising out of and in the course of employment with the Richmond Community Schools shall not be deducted from accumulated allowable days of absence providing the employee files at the Superintendent's office within three (3) days of the date of injury a statement from her doctor stating the number of days she will be unable to work.
- F. Absences resulting from a major personal injury arising out of and in the course of employment with the Richmond Community Schools which entitles the injured employee to compensation under the provisions of the Worker's Compensation Act, shall not be charged against allowable sick leave until the thirtieth (30th) consecutive day of absence. Commencing with the thirty-first (31st) day, allowable days of absence shall be charged only for that portion in excess of the compensation payment. The School District shall supplement the Worker's Compensation check with an amount sufficient to equal the regular salary for a period not to exceed the accumulated allowable days of absence providing all Worker's Compensation checks covering the period from the date of the injury to the expiration of the accumulated allowable days of absence are turned in to the Superintendent's office for recording.
- G. Employees may be requested to submit a statement from the attending physician for absences of more than five (5) continuous duty day absences. If a statement from another physician or clinic other than the one from the attending physician is required, the cost of such examination shall be paid by the Board of Education.
- H. Accumulated allowable days of absence shall not be retroactive except for those days already credited to an employee's account on the effective date of this Agreement.
- I. An employee who has been employed for two (2) consecutive years and has used her accumulated sick leave may apply vacation time for the period of the illness, and when this is gone, may request the Board of Education for a loan of sick leave days not to exceed twelve (12) days.

Section 2.

Employees shall be permitted to be absent from the duties with the Richmond Community Schools without loss of pay because of illness in the immediate family subject to the following considerations:

- A. A maximum of one (1) year's accumulation each year, chargeable against accumulated days of absence shall be granted. Unused days shall not accumulate.
- B. The immediate family shall be defined as spouse, children, grandchildren, father or mother of either spouse, grandparent of either spouse, brother, sister, brother-in-law, sister-in-law, any other person acceptable as an exemption on the employee's income tax or any person who makes his home with the employee and in the judgment of the Superintendent is emotionally dependent on the employee as a member of the household.
- C. Absence shall be considered as necessary only when no other arrangements for care are possible.
- D. The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the person requiring care.
- E. In all cases, "other arrangements" are considered possible within three (3) days after the emergency.
- F. Employees shall be permitted to be absent from their duties without loss of pay or leave days because of mumps, scarlet fever, measles, or chicken pox for up to ten (10) days.

Section 3.

Employees shall be permitted to be absent from their duties without loss of pay for reasons of personal business subject to the following conditions:

- A. A maximum of three (3) days each year not chargeable against accumulated allowable days of absence shall be granted. A request for business leave documentation must be filled out to obtain the third day. Unused days shall not accumulate.
- B. Personal business shall be defined as business that requires the presence of the employee and reasonably cannot be conducted at any time other than during the working day.
- C. Absences because of personal business may be granted by the principal or supervisor.
- D. Absences because of personal business shall be approved in advance. Exceptions shall be made only in cases of emergency.

- E. Request for absence because of activities arising out of employment other than with the Richmond Community Schools, or as a result of membership in organizations shall not be approved.

Section 4.

Employees shall be permitted to be absent without loss of pay for reasons of death in the immediate family subject to the following conditions:

- A. The immediate family shall be the same as that described in Section 2-B of this Article.
- B. A maximum of five (5) Days each occurrence, not chargeable to accumulated days of absence, shall be granted. Unused days shall not accumulate
- C. If the employee works on the day of death, the days allowed shall not include the day of death but shall begin with the first schedule working day following the day of death.
- D. If the day of death is a scheduled work day and the employee does not work that day, the days allowed begin with and include the day of death.
- E. The Superintendent may extend these provisions in instances when in his judgment the time limitation is not sufficient to allow for all of the adjustments occasioned at the time of bereavement.

Section 5.

Absence for jury service by an employee shall not be chargeable to the sick leave or personal leave allowance and the School District will pay the difference in salary between her daily salary and any fee she is paid for jury duty.

Section 6.

A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in lieu of induction in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as she would have been had she worked during such period.

Section 7.

The Board may grant leaves for reasons other than those previously stated. The granting of such leaves shall be based upon written application. Leaves of absence without pay during the school year may be granted only if adequate substitutes are available and only if such absence from duty will not be detrimental to the clerical program.

Section 8.

A leave of absence is not considered a break in service for seniority purposes.

Section 9.

Accumulated allowable days of absence shall be maintained but shall not accrue during the periods of the leave.

Section 10.

A leave of absence up to one (1) year without pay may be granted to any employee upon application for the purpose of engaging in other activities. The activity cannot be a similar position in another school system within the territorial limits of the United States. Upon return from such leave, the employee will be placed at the same position on the salary schedule as she would have been if she worked in the district during that period.

The Employer will, upon receipt of written authorization from the Union, transfer sick days from one employee's account to another employee's account.

ARTICLE 30
EMPLOYEE PROTECTION

Section 1.

Any case of assault upon an employee which has its inception in a school centered problem shall be reported immediately, in writing, to the Superintendent or his designated representative. The Board will provide legal counsel to advise the employee of her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. The use of corporal punishment shall be governed by Section 1312 of the School Code, being MCL of 1976 Section 380.1312.

Section 2.

If any employee is complained against or sued as a result of any action taken by the employee while in proper performance of her duties for the Board of Education, the Board will provide legal counsel and render all necessary assistance to the employee in her defense.

Section 3.

Time lost by an employee in connection with any incident mentioned in this Article shall not be charged against them.

ARTICLE 31
MISCELLANEOUS PROVISIONS

Section 1.

As a condition of employment, all employees employed for the first time shall be required to have a physical examination at the expense of the Board of Education and by a physician designated by the Board. In the event the employee chooses to have a physical examination performed by a physician other than the one designated by the Board, the examination shall be at the employee's expense.

Section 2.

Chest x-rays or tuberculin tests may be required every three (3) years of all employees. Proof of freedom from tuberculosis is to be in the Superintendents office before the first pay check in July is issued.

Section 3.

When school is closed due to inclement weather, those employees unable to report for work because of the weather conditions will be allowed the day without loss of pay for the first two occurrences. After the second closing in a school year, the employee will be allowed to use leave time to cover hours in excess of the first two school days.

Section 4.

Employees shall not be expected to travel on school business when hazardous weather conditions exist.

Section 5.

Employees shall not be expected to lift unusual weights. Custodial or other help shall be sought.

Section 6.

Periodically throughout the year, meetings will be held between central office representatives of the Board and representatives of the Union to discuss matters of mutual concern. These meetings are not intended to bypass the grievance procedure.

Section 7.

The Board agrees that employees will receive communication concerning school openings and school calendar information at the same time that the teaching staff receives their information.

Section 8.

The employees will have in-service and staff development opportunities in accordance with past practice.

Section 9.

The Union acknowledges that during the negotiations that resulted in this Agreement, it had the 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 opportunity are set forth in this Agreement. Therefore, the Union, for the life of this Agreement voluntarily and unqualifiedly waives the right, and agrees that the Board of Education shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the Union at the time that they negotiated this Agreement.

ARTICLE 32
WAIVER

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 33
DURATION AND TERMINATION

This Agreement shall continue in full force and effect from July 1, 2002 through June 30, 2005 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least ninety (90) days prior to date of expiration.

RICHMOND COMMUNITY SCHOOLS
BOARD OF EDUCATION

By: Pete B. [Signature]

By: _____

Dated: 1/23/06

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214

By: Will R. [Signature]

By: _____

Dated: 1-20-06