

**Agreement Between**

**CRESTWOOD SCHOOL DISTRICT**

**and the**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES**

**COUNCIL #25, LOCAL 1882**

**AFL-CIO**

**CRESTWOOD SCHOOL DISTRICT CHAPTER**

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## **PREAMBLE**

This Agreement, entered into on this 25th of September, 2006, between the Crestwood School District (hereinafter referred to as the "Employer," and Local 1882, affiliated with Council #25, chartered by the American Federation of State, County, and Municipal Employees (hereinafter referred to as the "Union").

## **ARTICLE I - RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Public Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the terms of this Agreement of all regular full time and part time clerical personnel as certified by the Michigan Employment Relations Commission; excluding confidential employees, supervisory employees, and all other employees of the Crestwood School District.

## **ARTICLE II - RIGHTS OF THE EMPLOYER**

It is expressly agreed that all rights, powers, responsibilities, and authority vested in the Employer by the Constitution and laws of the United States and the Constitution and laws of the State of Michigan, or which have heretofore been exercised by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
2. Continue its rights of assignment and direction of work of all of personnel; determine the reasonable hours of work and starting times and scheduling of all foregoing; the right to establish, modify or change any work or business hours or days.
3. Direct the working forces, including the rights to hire, promote, suspend, and discharge employees; transfer employees; assign work or extra duties to employees within their respective classifications, determine the size of the work force and to lay off employees.
4. Determine the type of services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation; the means, methods, and processes of carrying on the work.
5. Determine the number and location or relocation of its facilities, including the establishment or relocation's of new school, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

6. Determine the placement of operations, production, service, maintenance, or distribution of work, and the source of materials and supplies.
7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
8. Determine the size of management organization, its functions, authority, amount of supervision and organization structure.
9. Determine the policy affecting the selection, testing or training of new employees, providing that such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

### **ARTICLE III - UNION SECURITY AND DUES CHECKOFF**

#### **A. Agency Shop**

1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time, shall be required as a condition of continued employment, to continue membership in the Union, or pay a service fee to be established by the Union, which service fee shall be not greater than the Union's regular dues uniformly charged for membership in the Union.
2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment, to become members of the Union or pay a service fee established by the Union, which service fee shall not be greater than the Union's regular dues, commencing 91 working days after the effective date of this Agreement.
3. Probationary employees and employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union not greater than the Union's regular dues uniformly required for membership in the Union, commencing the ninety-first (91st) working day following the beginning of their employment or reemployment in the unit.

4. Employees shall be deemed to be in good standing within the meaning of this article if they are not more than ninety (90) calendar days in arrears in the payment of membership dues or service fees.
5. The Union Chapter Chairman and the Union Local President shall notify the Employer by certified mail of violations of this section and the Employer shall discharge the employee within the next ninety (90) calendar days. The affected employee shall receive from the Union a copy of said notification.

**B. Dues and Initiation Fee Check-Off**

1. The Employer agrees to deduct from the wages of an employee all Union membership dues and initiation fees and service fees, uniformly required and as provided for in a written authorization voluntarily executed by the employee in accordance with the standard form used by the Union. The written authorization for Union dues and initiation fees and service fees shall remain in full force and effect during the period of this Agreement and may be revoked only by written notice given to the Employer during the period 90 calendar days immediately prior to the expiration of this agreement.
2. Service fees and dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and Bylaws of the local Union. Each employee and the Union hereby authorize the employer to rely upon the Union's authorization form and to honor the certification by the Secretary Treasurer of the local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and initiation fees and service fees.
3. The Employer shall have no responsibility for collection of any assessments or deductions other than those specifically set forth herein and voluntarily authorized by the employee as established by his having affixed his signature to the Union's authorization card for check off.

**C. Service Fee Check-Off**

1. The Employer agrees to deduct from the wages of any employee, who is not a member of the Union, the Union service fee as provided for in a written authorization, voluntarily executed by the employee in accordance with the standard form used by the Union. The written authorization for service fee deduction shall remain in full force and effect during the period of this Agreement and may be revoked only by written notice given the Employer during the period ninety (90) calendar days immediately prior to expiration of this Agreement.
2. The amount and appropriateness of such representation fee will be determined by the procedures set forth in Paragraph B above.

D. **Remittance of Dues and Fees**

1. When Deductions Begin...Check-off deductions under all properly executed Authorization for Check-off and Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter. Payroll deductions for union dues will be made provided authorization is given in writing and to the payroll clerk, prior to completion of the first payroll of the month in which the deductions are to commence. If the aforementioned payroll has been completed, payroll deductions shall commence the following month.
2. Deductions for any calendar month shall be remitted to a designated financial officer of the Union with a list from whom dues have been deducted within seven (7) days from the deduction day of the month or as soon as possible thereafter.
3. An employee shall cease to be subject to check off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

- E. **Save Harmless** - The Union agrees to indemnify and save the Employer, his agents and each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action taken by the Employer or its agents for the purpose of complying with this Agreement.

**ARTICLE IV -  
EFFECT OF AGREEMENT**

- A. The Employer and the Union mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. Any amendment of this Agreement shall require ratification and signature by both parties.
- B. Should any article, section or clause of this Agreement be declared invalid by either a court of competent jurisdiction or by existing or subsequently enacted legislation, such article, section or clause, as the case may be, shall automatically be deleted from this Agreement to the extent required by law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement.
- C. The Union and their officers, agents and members agree that for the duration of this Agreement there shall be no strike, sit downs, slowdowns, stoppages of work, or any other acts which would interfere with the orderly operation of the District, that it will not otherwise approve or permit continuance of any of these acts, and that it will take affirmative action to prevent or stop such acts.

The employer agrees there shall be no lock out of the employees.

- D. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any agreements heretofore in effect.

#### **ARTICLE V - RIGHTS OF THE UNION**

- A. Upon reasonable and written request the Union may have access to that public information necessary and pertinent to the purpose of collective bargaining in the manner and format prescribed by law.
- B. The Union may use school facilities subject to the Employers policies, rules and regulations related thereto.
- C. The Employer's work rules and personnel policies, established by it relating to hours, wages, and working conditions of the employees, shall be reasonable.

#### **ARTICLE VI - REPRESENTATION**

- A. The Union shall be represented by a chief steward and an alternate chief steward. The chief steward shall represent all the employees working within the bargaining unit. The chief steward and alternate chief steward shall be employees with at least one (1) year of seniority.
- B. The Union will furnish the Board with the name of its steward and alternate by not later than July 15th and such changes as may occur from time to time in such personnel so that the Board may at all times be advised as to the authority of the individual representative of the Union with whom it may be dealing. Until the Board has received written notice from the Union, it shall not be required to deal with such employees purporting to be representatives.
- C. It is agreed that the designated union steward shall have up to four (4) hours per month available for the purpose of investigating grievance matters. The privilege of the steward leaving his work during working hours without loss of time or pay is subject to the following provisions:
  - 1. That such time shall be devoted to the proper handling of the grievance.
  - 2. Handling of the grievance will be done as expediently and with as little interruption of work as possible.
  - 3. The steward and all other employees must not leave their workstations unattended without express administrative approval.

4. This privilege will not be abused. Any alleged abuse will be grounds for disciplinary action and/or the discontinuation of the above mentioned privilege by said individual.
- D. If the steward is required to go into another building other than his own in the handling of a grievance, the principal at both buildings (or all buildings involved) must be notified and permission must be received by the steward. Permission may be granted by the building principals, provided there is no interference with or interruption of normal work, school operations, or assigned duties. It is the responsibility of the above-mentioned steward to report to the building principals before engaging in any conference with an employee. If in the opinion of the principal or the immediate supervisor of the union member, such union activities interfere with or interrupt normal work, school operations, or assigned duties, such union activities must be discontinued immediately.
- E. Except as set forth above, no steward or any other employee shall be granted time off for the purpose of handling Union matters, affairs, or grievances unless specific permission has been granted by the supervisor or principal. Violation of this provision may result in the employer taking disciplinary action against such steward.
- F. The Employer agrees to meet in special meetings through its representative with the Union representatives, which may, at the Union's option, include Council and/or International Representatives of the Union to consider concerns which are not properly a matter for negotiations or the grievance procedure. Meetings between the parties will be scheduled at a mutually agreeable time.
- G. Neither the Union nor any of the officers nor any steward nor any other representative or employees shall advise or direct employees to disregard the instructions of supervisors.

#### **ARTICLE VII - WORK SCHEDULE**

- A. The normal workday for regular full time employees shall be eight (8) hours per day, exclusive of a duty free lunch period, and the normal workweek shall be forty (40) hours. This provision shall not be construed as a limitation on the employer's right to schedule hours less than or more than the normal work day and work week
- B. The regular workday and workweek set forth in Section A above may be modified by the Employer upon prior notification to and negotiations with the Union. Unless otherwise agreed to by the Union, a reduction in the workday/week shall be treated as a partial layoff and governed by the provisions of Article X.A.
- C. The number of days to be worked before and/or after the regular school calendar for ten (10) month employees shall be as determined by the superintendent or someone designated by him. Pay shall be calculated for only those hours actually worked.
- D. All secretaries shall be entitled to a duty free lunch period.



- E. Pay for authorized overtime over forty (40) hours per week shall be computed at time and one-half. Authorized overtime shall be defined as time worked in excess of the forty (40) hour week when requested by the employee's immediate supervisor. Double time - the employee's hourly rate will be paid for all work performance on Sundays and holidays.
- F. Under normal circumstances all secretaries shall be entitled to a fifteen (15) minute relief period in the morning and in the afternoon.
- G. Secretaries working 12 months may in consultation with their immediate supervisor elect a shorter lunch period during summer months in order to reduce the length of their day.
- H. When schools are closed to students and teachers due to cancellation of a scheduled student instruction day, employees scheduled to work on that day shall not be required to report. Employees shall be paid for the canceled work day, unless the work day is rescheduled to be worked on another day which is in addition to the originally scheduled work days of the employee's work year. In such cases the employee will not receive pay for the canceled workday, but will be paid for the rescheduled workday when it is worked.

**ARTICLE VIII -  
WORK LOADS AND CONDITIONS**

- A. A secretary shall have the right to refer any work from any teacher or organization to the immediate supervisor for approval.
- B. Secretaries shall not be required to work under hazardous conditions or to perform tasks which endanger their physical health or safety.

**ARTICLE IX - SENIORITY**

- A. Seniority shall be granted to all bargaining unit members that have successfully completed their probationary period. The probationary period shall extend for ninety (90) days of work from date of most recent hire. Upon completion of the probationary period, employees shall be placed on the seniority list according to their date of most recent hire (i.e., employees with the most recent date of hire shall rank lowest for purposes of seniority).
- B. Two seniority lists shall be maintained by the District and copies shall be given to the Union. One seniority list will be for Classification I jobs and one for Classification II. Seniority in Class I or Class II is by date-of-entry into the Classification. A Class II employee who becomes a Class I employee, establishes seniority on the Class I seniority list as of the date of his/her entry into the Class I classification. Seniority for fringe benefit purposes shall continue to be based on overall District seniority.
- C. Employees employed by Employer pursuant to annexation of another school district shall be merged into the seniority list according to their dates of most recent hire with the annexed school district. Their seniority shall be effective for all purposes under this

agreement, provided that in no case shall the Employer employ an employee on layoff from the annexed school district at the date of the annexation and thereby displace an employee of the Crestwood School District who was actively employed on the date of annexation by operation of seniority. Prior to recall of any employees on layoff at the date of annexation the Employer may employ persons who were actively employed by the annexed school district on the date of annexation in positions which are available at the date of annexation.

## **ARTICLE X - REDUCTION OF STAFF**

It is hereby specifically recognized and agreed that it is within the sole discretion of the Employer to reduce his work force and lay off employees.

In case of lay off the Union and the laid off employee(s) will be notified in writing forty-five (45) calendar days prior to the anticipated lay off and further, the Union will be furnished with a list of employees to be laid off.

A. **Layoff Procedure** - In order to promote an orderly reduction in personnel the following procedure will be used:

1. Probationary and non-seniority employees will be laid off first; provided however, there is a seniority employee that is clearly qualified in all respects to perform the duties of the position being vacated and continued.
2. Thereafter, employees having seniority shall be laid off in inverse order of their seniority (i.e., the least senior employee on the seniority list being laid off first) provided there is a more senior employee that is clearly qualified in all respects to immediately perform all of the required duties of the position being vacated and continued.
3. In situations where there is no seniority or more senior employee with the clearly established qualification necessary to assume and immediately commence the satisfactory performance of all of the required duties of the available position, and to replace the probationary, non-seniority, or less senior employees, the more senior employee shall be laid off and the less senior or probationary employee or non-seniority employee continued in employment.
4. A Class II employee can not bump or displace a Class I employee at time of layoff.
5. A Class I employee may only bump or displace a Class II employee if the employee has previously held Classification II.

B. **Recall Procedure** - When vacancies occur in the work force after a lay off, seniority employees will be recalled on the basis of seniority (i.e., the more senior employee on the seniority list being recalled first), except where the senior employee lacks the necessary qualifications to immediately perform the required duties of the open position. Notice of

recall shall be sent to the employee at his last official address (as reflected in the employer's record) by registered or certified mail. If an employee fails to report for work within five (5) calendar days of receipt of notice of recall or eight (8) calendar days of mailing of notice of recall, whichever is earlier, or fails to notify the employer of his intent to return on the date specified in the notice within such eight (8) day period, he shall be considered a quit. The employer may, at his discretion, grant extensions to the foregoing time limitations provided justifiable cause exists.

## ARTICLE XI - GRIEVANCE PROCEDURE

- A. **Definition of a Grievance** - Except as otherwise provided, a claim by an employee, group of employees, or the Union, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement shall be deemed a grievance under this contract and will be subject to the grievance procedure as hereinafter provided. The termination of services of, or failure to reemploy any probationary employee, shall not be the basis of any grievance and shall not be subject to the grievance procedure as hereinafter provided.
- B. **Time Limits** - The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the employer's last answer. In the event that the employer shall fail to supply the Union with its answer at a particular step within the specified time limits, the grievance may be processed to the next level.
- C. **Time Limits - Work Days** - All specified time limits herein shall consist only of workdays.
- D. **Initiation of Grievance** - Each grievance shall be initiated within ten (10) days of the occurrence of the cause for complaint or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within ten (10) days after the Union or the aggrieved should have reasonably become aware of the cause for complaint. Settlement of grievance initiated more than ten (10) days after the occurrence due to unawareness shall not be retroactive to any date prior to the date of filing.

The aggrieved employee shall be given the right to attend meetings pertaining to their specific grievance. Should an employee attend a grievance meeting during her regularly scheduled working hours, they shall not lose pay except in cases of suspension or discharge.

If suspension or discharge is reversed through the grievance procedure and back wages are included the entire settlement will not exceed the wages the employee would have received if she had worked.

**E. Notification by Employee**

**Step I** - An employee with an alleged grievance shall first discuss the alleged grievance with her immediate supervisor. The aggrieved employee shall have the right to representation by a steward.

In the event that the Union is dissatisfied with the result of the meeting with the appropriate supervisor on the matter, then the Union shall have the right to submit a written grievance on the complaint to the particular appropriate supervisor within four (4) days after the aforementioned meeting. The appropriate supervisor or his representative shall thereupon have four (4) days to respond to the grievance, in writing, setting forth his position on the matter.

**Step 2** - In the event the grievance is not disposed of through Union acceptance of the appropriate supervisor's answer, the Union shall have the right to appeal the decision to the Superintendent of Schools, or his designated representative, within five (5) days after receipt of the appropriate supervisor's written reply.

A meeting on the subject shall then take place within five (5) days after receipt of the Union's appeal notice. This Step 2 meeting shall take place between the employee, a representative of the Union, and the Superintendent, or his designee. The Superintendent shall render a written decision on the dispute to the Union within ten (10) days after the occurrence of said meeting.

**Step 3** - If the dispute shall remain unresolved at the completion of the foregoing procedure, the Union may submit the grievance to binding arbitration within thirty (30) days of the decision in Step 2 by submitting a notice of intent to arbitrate with the Superintendent of Schools.

Within ten (10) days following receipt of the Notice to Arbitrate, a representative from the Union and the Superintendent (or his/her designee) shall either mutually agree to one of the arbitrators from the panel below, or select one of the arbitrators from the panel below by blind draw:

Mario Chiesa  
Peter Jason  
Dr. C. Keith Grotz  
Ann Patton

Multiple grievances may not be submitted at the same time to the same arbitrator unless by mutual agreement.

The arbitration shall be conducted according to the rules of the American Arbitration Association.

- F. **Arbitrator's Authority** - The Arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of this Agreement, however, the parties agree that he has a right to grant a monetary award.
- G. **Cost of Arbitration** - Each party will bear the full costs for its side of the arbitration and will pay one-half (1/2) of the cost for the arbitrator.
- H. **Discharge** - Notwithstanding the foregoing procedures for the processing of grievance, protests against the suspension and/or discharge of an employee may automatically bypass the first step of the procedure and be lodged at Step 2 for consideration, commencing at the superintendent's level, as provided. Step 2 meeting on discharge cases shall take place within three (3) days after receipt by the superintendent of a protest against the discharge. The Union will be notified in writing of the discharge action and upon receipt of said notice the normal time limits will apply.

## **ARTICLE XII - DISCIPLINE**

- A. A seniority employee shall be disciplined only for just and stated cause. Such discipline shall be subject to appeal through the grievance procedure.
- B. The Employer agrees that its rules and regulations governing employees will be reasonable.
- C. Disciplinary interviews and reprimands will be conducted in private. Any affected employee will, however, have the right in all such instances to request the presence of a Union representative at any said interview and when such request is made, the interview will not proceed until the representative is in attendance.
- D. Use of past record shall be limited to infractions which occur not more than two (2) years from date of current offense.

## **ARTICLE XIII - JOB VACANCIES**

- A. All positions declared vacant by the Superintendent, or his designee, shall be posted for a period of seven (7) calendar days and such posting shall include, among other things, the classification title, wage rate, work schedule, work location, and the qualifications of the job. Employees possessing the qualifications for the vacant position may bid upon the job within the seven (7) calendar days and bids received after that date shall not be considered. When ability, merit, capacity and qualifications are equal among the applicants bidding for the position, then the position shall be awarded to the senior employee applicant who is clearly qualified in all respects to perform all of the required duties of the vacant position. The employee awarded the position shall be subject to a trial period, not to exceed thirty (30) days of actual work, to determine that he/she is capable of performing the required work in a manner satisfactory to the School District. At any time during the trial period the Superintendent, or his designee, in his/her sole discretion, may disqualify the employee and the employee shall be permitted to return to his/her

former position. Provided, however, this right to return shall not be applicable if the employee is discharged for just cause.

It is expected that initial postings will be open to inside and outside candidates alike. In the event the Employer decides to open a position to outside applicants after the initial posting, it will provide written notice to the Union.

A disqualified employee may file a grievance and pursue the grievance through Step 2 of the Grievance Procedure, but the decision of the Superintendent, or his designee, shall be final and binding on the aggrieved employee and the Union, and the decision to disqualify shall not be subject to the arbitration provisions of this Agreement.

- B. The former job position of an employee who is serving a trial period may be filled without posting on a temporary basis by a current or substitute employee during the former employee's trial period.
- C. All applicants shall be informed in writing of the decision regarding her application promptly following the decision. In the event the senior employee applicant does not receive the position, upon written request from the employee, the Employer will provide said employee with written reasons for the denial.
- D. In the event that a position is filled by an employee who has had school office experience, allowances may be made for such experiences.
- E. No vacancy shall be filled except in case of an emergency on a temporary basis, until such vacancy shall have been posted for at least seven (7) calendar days, except as provided in Section B of this Article. When a position is filled on a temporary or emergency basis, the president of the Local will be notified promptly following the decision.
- F. When an employee has been previously displaced due to job elimination, said employee shall have the right to return to the next vacancy in the position classification from which the employee had been displaced; provided, such employee is clearly qualified in all respects to perform the required duties of the vacant position. This provision supersedes and shall be applied without regard to the seniority provisions of Paragraph B above.

#### **ARTICLE XIV - MISCELLANEOUS PROVISIONS**

- A. The Employer and the Union agree that all provisions of this Agreement, wages, hours, terms and conditions of employment shall be applied in a manner, which is not discriminatory and without regard to race, creed, color, religion, national origin, age, sex, marital status or membership in the Union. An alleged violation of this Section shall be processed by the employee in the appropriate administrative or judicial forum and shall not be subject to arbitration.
- B. Other employees of the Board shall not perform work normally performed by members of the bargaining unit on a regular basis.

- C. Employees successfully completing courses of study dealing with secretarial, clerical, accounting and data processing skills offered at fully accredited institutions, shall be reimbursed the tuition paid provided the program has prior approval of the Employer.
- D. Evaluations shall be reviewed and signed by both employee and supervisor before being placed in the personnel file.

Each secretary shall have the right upon request to review the contents of her personnel file with the exception of confidential materials.

- E. Suitable facilities for lunch periods shall be provided for secretaries. This paragraph shall not require the construction or remodeling of existing buildings to provide such facilities.
- F. Upon an employee's request made prior to June 1, the business office may make the necessary arrangements to allow the employee to receive his or her wages, excluding overtime, biweekly over the succeeding school year of July 1 to June 30. Provided, however, this clause shall not be construed as authorizing an employee to receive wages in any payroll period in excess of the amount the employee would otherwise have received had he/she been paid on an hourly basis, nor shall this clause prohibit the Employer from making appropriate deductions in a payroll period for absences which are otherwise not compensable under the terms of this collective bargaining agreement. An employee's election to receive his/her wages over the next succeeding school year of July 1 to June 30 shall be binding for that school year only.
- G. Regular full time employees shall be evaluated in accordance with the procedures established by the employer after consultation with the Union.
- H. Upon request, employees will be eligible to receive immunization for Hepatitis B at no cost to the employee.

#### **ARTICLE XV - SICK AND PERSONAL LEAVE**

- A. **Paid Leaves** - Annually at the beginning of each fiscal year, each previously employed permanent twelve (12) month clerical employee shall be provided a total of fifteen (15) days leave with pay to be used as protection against loss of income because of absence due to personal illness or accidental injury. Annually at the beginning of each fiscal year, each previously employed permanent ten (10) month clerical employee shall be provided a total of thirteen (13) days leave with pay to be used as protection against loss of income because of absence due to personal illness or accidental injury. Newly employed permanent clerical employees shall be provided an initial grant of four (4) leave days for the first half of the fiscal year and a subsequent grant of four (4) leave days for the second half of the fiscal year the first fiscal year of employment to be used only as protection against loss of income because of absence due to personal illness or accidental injury. All earned but unused leave days shall be cumulated to one hundred ten (110) days maximum accumulation. At the beginning of the work year each employee shall be provided with a statement of their accumulation as of the end of the previous fiscal year.

Employees who must leave during the workday because of sudden personal illness or accidental injury shall be charged with use of leave for the portion of the workday missed to the nearest hour of a workday.

B. **Rules and Regulations** - The following requirements and procedures shall govern the use of paid leave days:

1. All employees aware of an impending period of physical disability or illness shall notify the administration of such as soon as possible. Said notification is to be accompanied by a statement from the attending physician giving the anticipated date and duration of disability or illness. Said notification shall be filed with the Superintendent of Schools.
2. The employee may be required to furnish medical certification of continued ability to perform the duties of employment once a month following initial notification.
3. To receive sick leave payment the employee must perform all duties until physically disabled and return to service as soon as physically able to perform all duties.
4. A physician's certification verifying the physical illness or disability may be required when absences extend beyond three (3) consecutive days or when absences are caused by a chronic condition which results in an abnormal usage of leave days.
5. Each previously employed employee may use a maximum of three (3) days leave with pay per school year to attend to matters of an urgent nature, which require the personal presence of the employee and cannot reasonably be attended to at an alternative time which does not interfere with the duties of employment and for which other leave is not available under this Agreement. Such leave absolutely shall not be granted to participate in the affairs and business of the union, to engage in ventures for profit, to render services to another employer or organization, or to engage in recreational activity or competition of any sort. Such leave shall not be used the day before or after a holiday or vacation period. Such leave shall be deducted from the employee's personal illness leave. Prior approval of the administration must be secured at least forty-eight (48) hours in advance of the time needed for such leave. In cases of emergency, which preclude at least forty-eight (48) hours advance notice, the administration may waive such notice. To receive payment for such days, the employee must submit a statement on the form attached to this Agreement as Appendix A, certifying the matter as urgent, requiring their personal presence and containing a general statement of the nature of the matter.

C. **Funeral Leave** - Employees may use up to three (3) days leave with pay occurring on scheduled workdays between the date of death and through the date after the funeral to attend the funeral of a member of the employee's immediate family. The Superintendent,



at his discretion, may approve the use of additional days if required. Such days shall be deducted from the employee's accumulated personal illness leave. Immediate family is defined as the employee's spouse, children (natural or adoptive, father, mother, brother, sister, grandfather, grandmother and spouse's parent (natural or adoptive).

- D. **Jury Duty** - An employee with one (1) or more years seniority who is summoned and reports for jury duty, other than grand jury duty, shall be paid a daily allowance by the employer for each day partially or wholly spent in performing jury duty if the employee otherwise would have been scheduled to work. The amount of such daily allowance shall be equal to the employee's loss of straight-time earnings less the daily jury duty fee paid by the court. If the employee is released from jury duty prior to noon, the employee shall report to work for the balance of his/her shift.
- E. **Probationary Employees** - A probationary employee shall not be entitled to sick and personal leave days until the employee assumes permanent status at the end of ninety (90) days worked. Compensation may be granted for time lost during the employee's probationary period of employment after the employee assumes permanent status.
- F. **Witness Pay** - An employee subpoenaed as a non-party witness or as a party defendant with the Employer in a judicial proceeding connected with the employee's employment shall be paid a daily allowance by the employer for each day on which the employee reports to court pursuant to the subpoena and in which the employee would otherwise have been scheduled to work. The amount of such daily allowance shall be equal to the employee's loss of straight-time earnings less the daily witness fee paid to the employee. If the employee is released from court prior to noon, the employee shall report for work for the balance of his/her shift.
- G. **Leave Due to Injury** - Any secretary who is absent because of a line-of-duty injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the Board compensation equal to one-fourth (1/4) sick leave day for each day she is compensated by the insurance company, chargeable against the individual's sick leave account. When the sick leave bank is exhausted, the employee shall only receive those benefits provided under Workers' Compensation Insurance.
- H. **Extended Leave of Absence**
1. An employee may be granted a leave of absence without loss of seniority and without pay of up to one year due to illness, accident or emergency. Said leave may be extended for a second year upon written request.
  2. Upon request at least thirty (30) days in advance of the date of leave desired, employees shall be granted a leave of absence for the purpose of parental care of the employee's newly born or adopted infant for a period of not more than twelve (12) months. At the option of the employee, this leave may be requested and granted in addition to or in lieu of any use of sick leave by the employee for a period of disability due to pregnancy and/or child birth.

- I. **Request for an Extension of Leave** - Request for an extension of leave or notice of intention to return or a resignation must be in writing at least fifteen (15) days prior to termination of leave. Failure to request extension or give notice of intentions may constitute termination of employment.
  
- J. **Return from Leave** - Employees returning from leave of not more than one year shall return at the existing wage rate as though she were continuously employed. Employees returning from leaves shall retain unused but previously accumulated sick leave days, however, they may not accumulate sick days while on leave. At the termination of said leave, the employee shall be entitled to be assigned to the first vacancy which opens and for which she is qualified. The Board shall make every effort to return the employee to the specific building assignment or a comparable position for which she is qualified.
  
- K. **Short Term Leave of Absence Without Pay** - An employee shall be granted a temporary leave of absence without pay (duration of six months or less) for a leave of a temporary nature. The position vacated by such short-term leave may be filled by a substitute from outside the bargaining unit. Upon completion of said temporary leave the employee shall be granted the position she vacated, and such position will be held open for her until her return from leave or her request to be terminated. This leave will not change the employee's position in the seniority list.

**ARTICLE XVI - HOLIDAYS**

- A. The following days are recognized as holidays with pay for all members of this bargaining unit:
  - 1. Labor Day
  - 2. Thanksgiving Day
  - 3. Day after Thanksgiving
  - 4. December 24th
  - 5. December 25th
  - 6. December 26th
  - 7. December 31st
  - 8. January 1st
  - 9. Good Friday
  - 10. Easter Monday
  - 11. Memorial Day
  - 12. Friday before Labor Day, provided teachers are not scheduled to work on such day.\*

\*This applies to all seniority bargaining unit employees.

- B. Employees shall receive pay for July 4th only if scheduled and actually work the regularly scheduled day before and after the holiday.

- C. When one of the above enumerated holidays shall fall on Sunday, then Monday shall be deemed the holiday. When one of said holidays falls on Saturday, then Friday shall be deemed the holiday. When Christmas or New Year's Day falls on Sunday, then Monday will be deemed the holiday and Friday will be deemed the day before the holiday. When Christmas or New Year's Day falls on Saturday, then Friday shall be deemed the holiday and Thursday will be the day before the holiday. When Christmas falls on Monday, then Friday will be deemed the day before the holiday. In the event provisions of this paragraph conflict with the pupil school year the holidays will be scheduled during non-school days. Every effort will be made to make related holidays consecutive.

If an employee is required to work on any of the above-enumerated holidays she shall receive her holiday pay plus double time for all hours worked.

- D. If a holiday occurs while an employee is off work due to illness or vacation, the day will be paid as a holiday and will not be deducted from her accumulated sick days or vacation days, provided satisfactory medical documentation is presented to the personnel office in cases of illness.
- E. Notwithstanding anything in this contract contained to the contrary, the business day scheduled before and after the holidays shall be worked to receive holiday pay.

#### **ARTICLE XVII - VACATION**

- A. All permanent full-time twelve (12) month employees shall be granted paid vacation days as provided below:

1. An employee shall earn credits toward vacation with pay in accordance with the following schedule:

After Completion of the Probationary Period	-	8.75 Hours Per Month Vacation
After 1 Year of Service	-	12 Days Vacation
After 7 Years of Service	-	17 Days Vacation
After 9 Years of Service	-	22 Days Vacation

When a paid holiday is observed during an employee's scheduled vacation, the vacation shall be extended one (1) day per holiday. A twelve (12) month employee may be allowed to use earned vacation days during the school year provided such use meets with the approval of the employee's immediate supervisor. Said annual leave shall be noncumulative. If a secretary is requested by her administrator to postpone her vacation time because of an emergency work load, it is understood that she will not be required to forfeit any part of her earned vacation time, and shall be allowed to take her vacation time after the emergency has been resolved, and within a time limit mutually agreeable to herself and her immediate administrator; or, in case of unusual circumstances, to accept her vacation pay in lieu of time off if approved by the superintendent. An employee may be allowed to use earned vacation days during the school year provided such use meets

with the approval of the employee's immediate supervisor. During the first year of service such employees will be entitled to prorated annual leave if they have worked less than twelve (12) months, but at least six (6) months prior to July 1st. Employees eligible for vacation upon termination of employment shall be entitled to pay for any earned and unused vacation.

- B. All permanent full-time 10-month employees shall be granted vacation days to be used during the Christmas break, midwinter break, or spring break, as eligible according to the following schedule:

After Completion of the Probationary Period	-	2 days vacation
After 3 Years of Service	-	7 days vacation
After 5 Years of Service	-	11 days vacation

The Superintendent and Chief Steward shall meet each year of this Agreement and mutually agree on the calendar dates which are to be used for the vacation days for that school year.

The designated years of service must be completed prior to July 1 of the fiscal year for which the vacation will be granted. Should an employee's employment be terminated prior to completion of his/her scheduled work year, the vacation days shall be deducted from the final pay of the employee.

For the 07/08 school year, one of the vacation days for employees (after five years of service) may be used on the Friday before Memorial Day if school is not in session.

- C. During the first year of service such employees will be entitled to prorated annual leave if they have worked less than twelve (12) months, but at least six (6) months prior to July 1st.
- D. Employees eligible for vacation upon termination of employment shall be entitled to pay for any earned and unused vacation.

#### **ARTICLE XVIII - INSURANCE PROTECTION**

- A. **Life Insurance** - The Employer shall provide, without cost to the employee, life insurance protection which shall pay to the employees designated beneficiary the sum of \$15,000 upon her death with provision for double indemnity in the event of accidental death.
- B. **Health Insurance** - The Employer shall provide without cost to the employee a Blue Cross PPO Plan and a \$10 prescription drug (with 2x mail order and the rider covering contraceptives). The Employer may provide alternative coverage through a Health Maintenance Organization (HMO) as an option which employees may elect, the cost of which shall not exceed the premium to be paid for the employee under the Blue Cross/Blue Shield coverage.

Effective September 1, 2006, or as soon thereafter as is possible, the current Blue Cross PPO Plan shall be changed to the Community Blue/PPO with a \$10 generic, \$20 brand prescription drug rider with MOPD2x and the PCCM, PCD Riders.

- C. **Dental Insurance** - The Employer shall provide without cost to the employee a dental insurance plan, the benefits of which shall provide eighty percent (80%) for routine dental treatment, 50% for major dental treatment and 50% for orthodontics with a \$750 calendar year maximum on routine and major treatment and \$750 lifetime maximum on orthodontics, each per member of the family. Said plan to cover the employee and dependents. Dependents to include spouse and all children to age twenty-one (21) and beyond age twenty-one (21) if meeting the eligibility requirements of the insurance carrier for a full-time student.
- D. **Optical** - The Employer will provide, without cost to the employee, an Optical Program comparable to SET SEG Plan IV (i.e., 80% with \$64 toward contact lenses) for eligible employees who enroll in the plan.
- E. **Liability Insurance** - The secretary shall be provided legal defense and comprehensive liability coverage in an amount not less than \$300,000 per occurrence, in accordance with the terms and provisions of the Employer's liability plan or policy. The Employer shall provide the Union with a certification of coverage.
- F. Premiums on the above insurance will be paid on a twelve (12) month basis including those employees hired for ten (10) months.
- G. **Long-Term Disability Insurance** - The Employer shall make payment of premiums for a long term disability insurance plan for each permanent employee eligible for coverage, meeting all requirements for active at work employment, the benefits of which shall provide a monthly benefit at the rate of 60% of the monthly scheduled wages of the employee at the point of disability, not to exceed a monthly benefit of Two Thousand Dollars (\$2,000), which shall commence after the employee has exhausted all of his/her accumulated paid leave or a sixty (60) calendar day waiting period, whichever is the longer period of time. Long-term disability insurance provided for in this Section shall be subject to and governed by the terms and provisions of the Employer's group insurance policy.
- H. Unless otherwise specifically stated in the provision, all increases in insurance coverage's from the benefit levels previously provided to employees shall become effective on the first day of the month following thirty (30) days after ratification of this Agreement.
- I. The insurances provided for in this Article shall not be applicable to probationary employees. A seniority employee shall be entitled to the insurances provided for in this Article on the first day of the month following the employee's completion of his/her probationary period.

## **ARTICLE XIX - RETIREMENT**

- A. Upon the completion of twenty-five (25) consecutive years of employment in the Crestwood School District, the retiring employee shall receive a stipend of \$1,000.00. For each five (5) year period or portion thereof, less than twenty-five (25) years, the stipend shall be reduced by one hundred (\$100.00) to a minimum of ten (10) years' service.

A retiring employee shall be defined as an employee who has applied for and is eligible to commence receiving benefits from the Michigan Public Schools Employees Retirement System within one (1) month following his/her last day of work.

- B. The Employer may establish a mandatory retirement policy which requires the retirement of employees at the minimum age permitted by law.
- C. The Employer agrees to continue to pay the 5% employer contribution to the non-contributory retirement plan of the Michigan Public School Employees Retirement System which is commenced July 1, 1976.

## **ARTICLE XX - NEW CLASSIFICATIONS**

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification (and materially different skills and responsibilities or qualifications are required), the Union will be notified in writing. The District will, after written notice to the Union, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. Within ten (10) days following notification to the Union, the Union may request in writing a meeting with the Superintendent to negotiate the rate for the new or changed classification.

## **ARTICLE XXI - FUTURE NEGOTIATIONS**

- A. The parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of the employees covered in this Agreement on or before May 1, 2009.
- B. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Employment Relations Commission or take any other lawful measure it may deem appropriate.
- C. Anytime after April 1, preceding the termination date of this Agreement, either party may serve notice to the other party of their desire to begin negotiations upon a successor Agreement and such negotiations shall begin within thirty (30) days of the receipt of the notice by the other party.

**ARTICLE XXII - DURATION OF AGREEMENT**

This Agreement shall become effective on the date of Board ratification and shall continue in effect until the first day of July, 2009.

**ARTICLE XXIII - RATIFICATION**

- A. The terms set forth herein having been ratified by a majority of the membership of the Union voting at a meeting duly called for such purpose; and
- B. Approved by the Board of Education of the Crestwood School District by resolution duly adopting the terms and policies set forth herein.
- C. IN WITNESS WHEREOF, the parties executed this Agreement by their duly authorized representatives as indicated hereafter.

**LOCAL 1882, AFSCME, AFL-CIO**

*Lee L. Bauersack*  
Chapter Chairman

*Brenda Adams-White*  
Council #25 Representative

5/25/07  
Date

**BOARD OF EDUCATION  
CRESTWOOD SCHOOL DISTRICT**

*Donna M. Anciniec*  
President

*Colleen Krizanic*  
Secretary

6-12-07  
Date

**APPENDIX A**

**A. Pay Grade/Classification I**

	<b>06/07</b>	<b>07/08</b>	<b>08/09</b>
Start	\$15.45	\$15.53	\$15.84
Probation (90 working days)	\$15.81	\$15.89	\$16.21
1 Year	\$16.18	\$16.26	\$16.59
After 5 Years	\$16.49	\$16.83	\$17.16

**Job Titles Included in Pay Grade 1**

High School Principal Secretary  
Middle School Principal Secretary  
Athletic Secretary  
Elementary School Secretary  
Special Services Secretary  
Assistant Principal Secretary  
Guidance Office Secretary  
Library Secretary  
Substitute Teacher/Board Office Secretary

**B. Pay Grade 2/Classification II - Clerical**

<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
\$13.25	\$13.50	\$13.79

1. The positions of Receptionist-Board Office were placed in the bargaining unit on October 27, 1999 as Pay Grade/Classification II-Clerical.
2. The regular workday for Classification II-Clerical is 4 hours per day or 20 hours per week. A day shall be defined as 4 hours. Classification II-Clerical are considered a 10-month position.
3. A separate seniority list will be maintained and it will be referred to as Classification II-Clerical Employees.
4. Annually at the beginning of each fiscal year, each Classification II employee will receive a total of 12 leave days to be used for personal illness or injury. One of these 12 leave days may be used for personal business. Earned but unused leave days shall accumulate to a maximum of 50 days.



5. During the 2006-07, 2007-08 and 2008-09 school years, two holidays with pay will be recognized during the Christmas Break.

6. All Classification II employees shall be granted vacation days to be used during the Christmas Break, Midwinter Break, or Spring Break as eligible according to the following schedule:

After Completion of Probationary Period	-	1 Day
After Three (3) Years of Service	-	3 Days
After Five (5) Years of Service	-	5 Days

7. Employer paid life insurance will be provided without cost to the employee with protection to \$5,000.

C. 06/07 - For the 06/07 school year, the wage schedule and steps in Schedule A shall be frozen. However, employees shall be paid a two percent (2%) off-schedule payment based on the 05/06 paid wage schedule set forth in Appendix A. Said lump sum will be paid half at the end of the first semester/first 6 months of the employee's work year and half at the end of the second semester/end of the employee's work year. It will be based on hours paid for each period.

07/08 - The wage schedule freeze will be removed. Employees on steps will move up a step (where applicable), moving from the 05/06 paid wage amount to the next step on the second semester 05/06 rate listed in Schedule A (where applicable). In addition, the "after 5 years" step shall be increased by 2%, going from \$16.49 to \$16.83. Pay Grade 2 shall be increased to \$13.50.

08/09 - The 07/08 wage schedule shall be increased by two percent (2%) and employees shall move up a step (where applicable).

D. Employees may be required to attend a yearly inservice of up to three (3) hours duration immediately following the end of the normal workday in District.

## LETTER OF UNDERSTANDING

The following shall serve to confirm our understanding relative to the length of the work year. To avoid confusion, the normal starting and ending times for positions in Classification I, are being indicated. It is understood that the starting and ending times are subject to change at the discretion of the Superintendent.

Middle School Principal Secretary	-	3 weeks before; 2 weeks after
Athletic Secretary	-	3 weeks before; 1 week after
Elementary School Secretary Assistant Principal Secretary	)	2 weeks before; 2 weeks after
Special Services Secretary Substitute Teacher/Board Office Secretary		
Guidance Office Secretary	-	1 week before; 1 week after
Library Secretary	-	0 before; 0 after

The secretaries noted above will report the Monday of the week in question. The term "before" is based on the teacher's start date. "After" is after the last teacher workday.

It is hereby agreed upon that the Crestwood Board of Education (the District) and the Crestwood School District Secretarial Chapter of the American Federation of State, County and Municipal Employees-Council #25, Local 1882 (the union) enter into this Letter of Understanding:

1. The union agrees to permanently release the position of **Special Services Secretary** from the ranks of the union in return for the following:

- The district agrees to extend the work period for the three (3) elementary secretaries' from two weeks before administration returns to three weeks before administration returns at the start of the school year.
- The district agrees to move the position of Food Service assistant (secretary) to a union position and the union agrees to grandfather the individual's date of hire as the date to use for placement on the secretarial seniority list.
- The district agrees to honor the anniversary dates of four (4) secretaries and grant them a step increase for the 2006-07 school year.
- The district agrees to issue one (1) additional personal business day and one floating day to each permanent twelve (12) month clerical employee and each permanent ten (10) month clerical employee. The one additional personal business day (and no other) may be used the day before or after a holiday or vacation period. The floating day may not be used to extend a holiday or vacation period.

2. This letter of agreement will take effect on July 1, 2007.

Agreed to by:

For the Union

Joe L. Bonumail 5/25/07  
Brenda Plamo-White  
5/25/07

For the District

John G. Pina 5.25.07  
\_\_\_\_\_