

6/30/83

1981 - 1983

MASTER AGREEMENT

between

THE BOARD OF EDUCATION

and

**RICHMOND COMMUNITY SCHOOLS
ASSOCIATION OF SECRETARIES**

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

**Richmond Community Schools
68931 Main Street
Richmond, Michigan 48062**

Richmond Community Schools

TABLE OF CONTENTS

AGREEMENT Agreement Page 1

ARTICLE I Recognition Page 1

ARTICLE II Definition Page 1

ARTICLE III Compensation Page 2

ARTICLE IV Calendar Page 4

ARTICLE V Holidays and Vacations Page 6

ARTICLE VI Insurance and Terminal Pay Page 7

ARTICLE VII Sick Leaves Page 8

ARTICLE VIII Professional and Personal Leave Page 11

ARTICLE IX Unpaid Leaves of Absence Page 12

ARTICLE X Promotion and Layoff Page 13

ARTICLE XI Grievance Procedure Page 14

ARTICLE XII Board of Education Rights Page 17

ARTICLE XIII Miscellaneous Provisions Page 18

ARTICLE XIV Duration of Agreement Page 19

AGREEMENT

This Agreement effective from the _____ day of _____, 19____, by and between the Board of Education of the Richmond Community Schools, Richmond, Michigan, hereinafter called the "Board," and the Richmond Community Schools Secretarial Association, hereinafter called the "Association."

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all full time clerical personnel, but excluding substitutes, students, and temporary per diem personnel. Any person who was previously not included in this contract, shall have the right to remain excluded from this contract. The term "Clerical Employee," when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above, and references to female clerical employees shall include male clerical employees.

B. The Board agrees not to negotiate with any clerical employee's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent an individual clerical worker from presenting a grievance and having the grievance adjusted without intervention of the Association. A representative of the Association shall be given an opportunity to be present at the adjustment.

ARTICLE II

Definition

A. A minimum full-time employee shall be defined as one working at least 1,500 hours in a fiscal year.

A maximum full-time employee shall be defined as one working 1,860 hours in a fiscal year.

B. A part-time employee shall be defined as one working less than 1,500 hours in a fiscal year.

ARTICLE III

Compensation

A. The salary schedule shall be as follows:

Central Office and Building Secretaries

<u>Years</u>	<u>1981-1982 Hourly Rate</u>	<u>1982-1983 Hourly Rate</u>
0-1	4.69	5.07
1-2	5.03	5.43
2-3	5.29	5.71
3-4	5.53	5.97
4-5	5.78	6.24
5-6	6.03	6.51
6-7	6.30	6.80
7-8	6.55	7.07
8-9	6.83	7.38
9-10	7.08	7.65

Payroll Clerk

<u>Years</u>	<u>1981-1982 Hourly Rate</u>	<u>1982-1983 Hourly Rate</u>
0-1	5.41	5.84
1-2	5.78	6.24
2-3	6.03	6.51
3-4	6.27	6.77
4-5	6.53	7.05
5-6	6.81	7.35
6-7	7.06	7.62
7-8	7.34	7.93
8-9	7.63	8.24
9-10	7.90	8.53

Retirement shall be paid by the Board of Education.

B. Credit for up to one year of experience outside of Richmond Community Schools may be allowed on the salary schedule if in the judgment of the Superintendent the experience is significant for the position.

C. Probation

1. Employees newly hired or transferred to a higher position will serve a probationary period of 90 days in the new position.

2. During the probationary period, employees will be paid at a rate .25 per hour less than the rate at the appropriate level on the salary schedule, except that employees transferring to a higher position will not be paid less than the rate which they received before the transfer.
3. An employee transferring to a new position will retain her level on the salary schedule.
4. An employee who has transferred to a new position will have the opportunity during the 90-day probationary period to transfer back to her original position without loss of seniority.
5. The probationary period may be shortened or waived at the discretion of the Superintendent.

D. Advancement to the next higher step on the salary schedule shall occur annually on the anniversary date of employment.

E. The regular work day shall be 7.5 hours in the buildings and 8 hours in the central office. The daily starting and quitting time shall be arranged at the discretion of the immediate supervisor subject to the review of the Superintendent of Schools.

F. The regular work week shall be 37.5 hours in the buildings and 40 hours in the central office.

G. Time and a half over 7.5 hours a day or 37.5 hours per week in the buildings and over 8 hours a day or 40 hours per week in the central office. Double time will be paid on Sundays and holidays. All over time must be approved in advance by the immediate supervisor. All time over the regular hours shall be submitted on a time sheet and signed by the immediate supervisor.

H. The longevity pay schedule shall be as follows:

At the end of 14 years of continuous service \$200 shall be paid. This is to continue through the 19th year.

At the end of 19 years of continuous service \$100 additional to the above shall be paid (total \$300). This is to continue through the 24th year.

At the end of 24 years of continuous service \$100 additional to the above shall be paid (total \$400). This is to continue through the 29th year.

At the end of 29 years of continuous service \$100 additional to the above shall be paid (total \$500). This \$500 maximum is to continue to be paid each year thereafter.

I. If the responsibilities and job description of a secretary changes, her compensation shall be adjusted to that change.

J. Two 15-minute breaks. The time of the employee's relief period shall be established with the employee's supervisor.

ARTICLE IV

Calendar

A. Central Office Secretaries -- Maximum Full-Time Positions (52 weeks):

1981 - 1982

<u>Months</u>	<u>Working Days</u>	<u>Holidays</u>	<u>Paid Days</u>
July	22	1	23
August	21	0	21
September	21	1	22
October	22	0	22
November	19	2	21
December	14	3	17
January	20	1	21
February	18	0	18
March	23	0	23
April	16	1	17
May	20	1	21
June	<u>22</u>	<u>0</u>	<u>22</u>
	<u>238</u>	<u>10</u>	<u>248</u>

1982 - 1983

<u>Months</u>	<u>Working Days</u>	<u>Holidays</u>	<u>Paid Days</u>
July	21	1	22
August	22	0	22
September	21	1	22
October	21	0	21
November	20	2	22
December	13	3	16
January	21	1	22
February	18	0	18
March	23	0	23
April	15	1	16
May	21	1	22
June	<u>22</u>	<u>0</u>	<u>22</u>
	<u>238</u>	<u>10</u>	<u>248</u>

B. Building Secretaries -- Minimum Full-Time Positions (3 weeks before school opens to 2 weeks after school closes--August 10, 1981, through June 25, 1982, and August 9, 1982, through June 24, 1983):

1981 - 1982

<u>Months</u>	<u>Working Days</u>	<u>Holidays</u>	<u>Paid Days</u>
July	0	1	1
August	16	0	16
September	21	1	22
October	22	0	22
November	19	2	21
December	14	3	17
January	20	1	21
February	18	0	18
March	23	0	23
April	16	1	17
May	20	1	21
June	<u>19</u>	<u>0</u>	<u>19</u>
	<u>208</u>	<u>10</u>	<u>218</u>

1982 - 1983

<u>Months</u>	<u>Working Days</u>	<u>Holidays</u>	<u>Paid Days</u>
July	0	1	1
August	17	0	17
September	21	1	22
October	21	0	21
November	20	2	22
December	13	3	16
January	21	1	22
February	18	0	18
March	23	0	23
April	15	1	16
May	21	1	22
June	<u>18</u>	<u>0</u>	<u>18</u>
	<u>208</u>	<u>10</u>	<u>218</u>

ARTICLE V

Holidays and Vacations

A. Paid holidays for the school year are as follows:

July 4th	Christmas Day
Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Friday after Thanksgiving	Good Friday
Christmas Eve	Memorial Day

B. Employees will be eligible for paid holidays only if they are on the payroll and actively employed at the time of the holiday. Exceptions to this occur at Christmas and New Year's.

C. Paid holidays which occur during a vacation period shall not be counted as a vacation day.

D. Regular part-time employees are entitled to paid holidays at the hours usually worked if they are at work the day before and the day after the holiday.

E. Unpaid holidays scheduled at Christmas and Easter will be leaves without pay, unless vacation time is applied. Employees shall be required to work if an assigned job is scheduled during that time or by mutual consent.

F. Positions classified as maximum full-time shall have the following vacation schedule:

After 12 months tenure -- 5 working days
After 24 months tenure -- 10 working days
After 36 months tenure -- 15 working days
5 of which must be taken at Christmas or Easter or at the discretion of the supervisor.
After 15 years tenure -- 20 working days
10 of which must be taken at Christmas or Easter or at the discretion of the supervisor.

G. Part-time employees and those with a fraction of a year's employment will have their vacation time pro-rated on the above schedule.

H. Vacations are accrued on the anniversary date of employment.

I. Vacations must be requested in writing 30 days in advance and approved by the supervisor.

J. 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.

K. Unused vacation time will be paid at termination of employment, pro-rated according to schedule.

L. Regular part-time employees will be allowed vacations pro-rated on the basis of hours usually worked.

M. Vacation pay shall be paid in advance of the vacation if requested in writing by the Friday preceeding the payroll period.

Secretarial Vacation Schedule
less than maximum full-time
1981 - 1982 and 1982 - 1983

Building Secretaries - 218 days

Vacation equivalent: 88%

4.4 days to 5 days
8.8 days to 10 days
13.2 days to 15 days
17.6 days to 20 days

ARTICLE VI

Insurance and Terminal Pay

A. A term life insurance policy in the amount of \$14,000, plus AD&D shall be provided by the Board on any full-time employee.

B. Hospital and surgical insurance for full-time employees shall be paid by the Board of Education for those who wish to participate. Family benefits are available to eligible employees. Participation shall be on the school approved program only.

C. Employees eligible for hospitalization insurance who elect not to be covered by the school plan will be offered Group Term Life Insurance coverage of \$28,000 payable to their designated beneficiary upon death.

Beginning with the 1980-1981 school year, secretaries electing not to receive health insurance coverage through the school, the Board will apply up to \$500 toward any available fringe benefit program.

D. The Board shall provide a Dental Care Plan for all full-time employees of the bargaining unit and their eligible dependents, MESSA Plan E or its equivalent.

E. 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.

F. A participating terminal pay program shall be initiated as follows:

Secretaries, upon termination of employment, will receive a terminal leave payment of sixty dollars (\$60) per year of accumulated seniority. A secretary must have a minimum of 10 years of seniority to qualify.

In lieu of the above a secretary may choose to participate in the terminal pay program.

1. The secretary, 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 VII

Sick Leaves

A. Clerical 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:

1. Clerical employees shall be granted one day of absence per month of service in the Richmond Community Schools, unused portions of which shall annually accumulate indefinitely until termination of employment. After 5 years of continuous service, any regular secretary terminating employment will be paid for one-fourth of their unused accumulated sick time at their daily rate of pay.
2. The total number of days of absence to which the employee is entitled during the ensuing school year shall be credited to her account on the first day that her duties begin during that fiscal year.

3. Clerical employees must be under firm employment, as defined by law in order to be eligible to use their accumulated allowable days of absence.
4. Clerical employees shall be eligible to participate only during the effective days of valid employment between the clerical employee and the Board of Education.
5. Absences of less than seven 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.
6. Absences resulting from a major personal injury arising out of and in the course of employment with the Richmond Community Schools which entitled the injured employee to compensation under the provisions of the Workmen'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 workmen's compensation check with an amount sufficient to regular salary for a period not to exceed the accumulated allowable days of absence providing all workmen's compensation checks covering the period from the date of injury to the expiration of the accumulated allowable days of absence are turned in to the Superintendent's office for recording.
7. Clerical employees may be required to submit a statement from the attending physician for absences of ten (10) or more duty days or for frequent absences of shorter duration. 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.
8. Accumulated allowable days of absence shall not be retroactive except for those days already credited to the clerical employee's account on the effective date of this agreement.
9. Regular part-time employees are entitled to sick leave pro-rated against the normal day, week, and schedule.
10. A secretary who has been employed for two (2) consecutive years and who 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.

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

1. A maximum of five (5) days each year, chargeable against accumulated days of absence shall be granted. Unused days shall not accumulate.
2. The immediate family shall be defined as spouse, children, father or mother of either spouse, sibling of either spouse, grandparent of either spouse, 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 members of a household.
3. Absence shall be considered as necessary only when no other arrangements for care are possible.
4. The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the person requiring care.
5. In all cases "other arrangements" are considered possible within one day after the emergency.
6. Absences caused by exposure to contagious disease in the immediate family where the employee, though not ill himself, is required by law or ordinance to be absent from work is chargeable against accumulated allowable days of absence.

C. Clerical employees shall be permitted to be absent from their duties without loss of pay for reasons of death in the immediate family subject to the following conditions:

1. The immediate family shall be the same as that described in Section B-2 of this Article.
2. A maximum of five (5) days each occurrence, not chargeable to accumulated days of absence, shall be granted. Unused days shall not accumulate.
3. 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 scheduled working day following the day of death.
4. If the day of death is a scheduled work day and the employee does not work on that day, the days allowed begin with and include the day of death.

5. If the day of death is not a scheduled work day or occurs during vacation periods, the days allowed are those scheduled working days which fall within nine consecutive calendar days including the day of death.
6. The Superintendent may extend these provisions in instances when in his judgment the time limitations are not sufficient to allow for all of the adjustments occasioned at the time of bereavement.

ARTICLE VIII

Professional and Personal Leaves

A. When school is closed due to inclement weather those secretaries unable to report for work because of the weather conditions will be allowed the day without loss of pay. Secretaries who are requested to report for work will be allowed equivalent time added to their vacation or personal business days.

B. The Board may grant professional leave days with pay, for members of the Association to attend conferences and meetings to improve their competency in their work field. Secretaries will submit requests for such leave in advance in writing and accompany their request with a meeting agenda when possible. Number of leaves granted may be limited by the Administration when necessary to assure reasonable distribution among the total staff within the approved budget.

Written application for such visitation is to be submitted to the supervisor at least one week in advance of the proposed visit. Such application shall describe the place and purpose of the visit and potential value to the school district. All such requests are to receive final approval of the Superintendent.

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

1. A maximum of three (3) days each year, not chargeable against accumulated allowable days of absence shall be granted. Unused days shall not accumulate.
2. Personal business shall be defined as business that requires the presence of the secretary, the timing of which is beyond the control of the secretary and reasonably cannot be conducted at any time other than during the school day.
3. A request for leave form must be filled out and approved five days in advance except in cases of emergency.
4. Requests for absence because of activity arising out of employment other than with the Richmond Community Schools shall not be approved.

D. Absence for jury service by a secretary will 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.

E. Secretaries shall be paid the difference between her daily salary and any fee she is paid as a witness only for appearance before administrative bodies or courts only if subpoenaed on behalf of the administration, or for court appearances involving litigation arising out of the secretary's employment where the secretary has been finally adjudged not guilty of culpable conduct in her employment and such other cases as the Board in its discretion shall decide.

F. A secretary who has been duly elected or appointed as either president or president-elect of the Association during the effective period of this Agreement shall be released from her regular duties without loss of salary no more than a combined total of two (2) days per year for the purpose of discharging duties of said office. A request for leave form must be filled out and approved five days in advance.

G. A personal leave without pay up to five consecutive days may be granted by the immediate supervisor upon the request of the secretary.

ARTICLE IX

Unpaid Leaves of Absence

A. A leave of absence of up to two (2) years shall be granted to any secretary, upon approval of the Board, for the purpose of participating in programs related to her professional responsibilities to the Richmond Board of Education in other school districts, states, territories or countries, foreign or military programs, the Peace Corps or Job Corps, as a full-time participant in such programs; provided said secretary states her intention to return to the school system. Upon return from such leave, a secretary shall be placed at the same position on the salary schedule as she would have had she worked in the district during such period.

B. A leave of absence of up to two (2) years shall be granted to any secretary, upon approval of the Board, for the purpose of engaging in study at an accredited college or university reasonably related to her responsibilities. Upon return from such leave, a secretary shall be placed at the same position on the salary schedule as she had when the leave was granted. Study leaves at non-accredited colleges shall be granted on approval of the Board of Education.

C. A leave of absence of up to two (2) years shall be granted to any secretary, upon approval of the Board, for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave such secretary shall be placed at the same position on the salary schedule as she had when the leave was granted.

D. Maternity leave of up to twelve (12) months may be granted to a female secretary. A leave shall commence not later than the end of the sixth (6th) month of pregnancy, unless written permission is granted by a physician and accepted by the Superintendent. A female secretary adopting a child may receive similar leave which shall commence upon entry of an order by the Probate Court awarding custody to the adopting parent.

E. The Board may grant leaves for reasons other than those previously stated. The granting of such leaves shall be based upon written application.

F. A leave of absence is not considered a break in service for seniority purposes. Seniority is a length of continuous service in the school system.

G. Eligibility for any kind of leave shall be dependent upon at least two (2) years of continuous service in the Richmond Community Schools.

H. Upon return from such leave a secretary shall be assigned the same or an equivalent secretarial position as the one held at the beginning of such leave, and shall be placed at the position on the salary schedule commensurate with her prior secretarial experience.

I. Secretaries on leaves who accept other positions, or in any other way abuse this section shall automatically terminate their employment with the Richmond Community Schools. Any variation of this section shall be at the discretion of the Board of Education.

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

ARTICLE X

Promotion and Layoff

A. Vacancies

1. When any vacancy or other special opportunity in any office position in the district shall occur, Association members shall be notified in writing. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least five (5) working days.
2. Any employee may apply for such a vacancy. In filling the vacancy, the Board agrees to give due weight to the background, attainments and skills of all applicants, the length of time each has been in the employ of the Richmond Community Schools, and other relevant factors.

3. The applicant must sign for the vacancy with the Assistant Superintendent, thereby signifying her interest in the vacated position. Qualifications, performance, and ability being equal, the seniority of the employee will then receive first consideration.
4. As a consideration to those employees who apply for any posted position, a written notice shall be given to all who apply for said posted position as to the disposition of that vacancy.

B. Layoff

1. The term layoff means a reduction of the working force due to a decrease in the workload or operation funds.
2. In the event that layoff(s) are necessary, the order of reduction of the employees shall be:
 - a. Temporary personnel
 - b. Part-time personnel
 - c. Probationary employees
 - d. Permanent full-time employees according to seniority and qualifications.
3. Employees to be laid off for an indefinite period of time will have at least five (5) working days notice of layoff. The Association President 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.

C. Recall

1. When the working force is increased after a layoff, employees with the most seniority shall be recalled first.
2. Notice of recall shall be sent to the employee at her last known address by registered or certified mail. If an employee fails to report to work within ten (10) days from date of receipt of notice of recall, her employment shall be considered terminated.

ARTICLE XI

Grievance Procedure

A. Definitions

1. A Grievance shall mean a complaint by a secretary or a group of secretaries that there has been an alleged violation or misinterpretation of specific provisions or articles of this agreement.
2. An Aggrieved Person shall mean the person who is a member of the bargaining unit covered by this contract, or any group of such secretaries, making the complaint.
3. A Party in Interest shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. The term Days in this article shall mean duty days, except where otherwise indicated.

B. General Principle:

1. Any clerical employee who is a member of the bargaining unit covered under this contract, or any group of such clerical workers, or the Association, believing that they are aggrieved may file a grievance in accordance with the principles and procedures designated in this article.
2. It shall be mutually agreed that any clerical employee participating in any professional grievance negotiations shall conduct said negotiations without interruption of her duty day. Released time shall be granted only upon mutual consent by the aggrieved person, the Association and the Superintendent. Such released time shall be without loss of pay.
3. A grievance may be withdrawn at any level without prejudice or record.
4. The Board representative shall note the time when the grievance complaint is received. If dispute shall arise as to time of filing, such notation shall be conclusive evidence of the date of its receipt. Level One of the Grievance Procedure must be invoked within five (5) days of the alleged aggrieved act.
5. Upon failure of the aggrieved person to file the grievance within the time limits specified in this article, it shall be conclusively presumed that said incident has been satisfactorily resolved.
6. The grievance discussed and the decision rendered at Level One shall be placed in writing only at the request of either party.
7. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reasons of such participation.

8. Forms for filing and processing shall be designed and prepared by the Superintendent of Schools.
9. The following matters shall not be the basis of any grievance filed under the procedures outlined in this article:
 - a. Failure to re-employ or the termination of the services of any probationary clerical employee.
 - b. Any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law.
10. The primary purpose of this grievance procedure is to secure solutions at the closest supervisory level possible. Both the Association and the Board agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any clerical employee with a legitimate grievance to discuss the matter informally with her supervisor as described in Level One of the procedure.

C. Procedure

1. LEVEL ONE: Any clerical employee may first discuss the problem with her immediate supervisor with the objective of resolving the matter informally.
2. LEVEL TWO: In the event the claimant is not satisfied with the disposition of the grievance at Level One, or in the event no decision has been rendered within five (5) days from receipt of the grievance by the immediate supervisor, the grievance procedure may be further invoked by presenting the grievance in writing to the Immediate Supervisor. Such action must be taken within three (3) days of receipt of the decision at Level One or the expiration of the time limit for rendering such decision. Within ten (10) days from receipt of the written grievance by the Immediate Supervisor he shall render a decision as to the solution.
3. LEVEL THREE: In the event the claimant is not satisfied with the decision at Level Two, or in the event no decision is rendered within ten (10) days, the claimant may refer the grievance to the Superintendent. Such action must be taken within three (3) days of the receipt of the decision at Level Two or of the expiration of the time limit for rendering such decision.
4. LEVEL FOUR: In the event the claimant is not satisfied with the decision at Level Three, or in the event no decision is rendered within ten (10) days, the claimant may refer the grievance to the Board of Education. Such action must be taken within five (5) days of the receipt of the decision

at Level Three or of the expiration of the time limit for rendering such decision.

5. Within thirty (30) days of the receipt by the Board of Education of the written referral, its Grievance Review Committee shall designate one or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for considering the grievance.

A decision shall be rendered within fifteen (15) days of the receipt of the referral by the Board Review Committee.

The decision of the Board acting through its Board Review Committee shall be final.

6. LEVEL FIVE: In the event the claimant is not satisfied with the decision at Level Four, or in the event no decision is rendered within the time specified the claimant may refer the grievance to mediations. Such action must be taken within ten (10) days of the receipt of the decision at Level Four or the expiration of the time limit for rendering such decision.
7. The form for submitting grievances is available in the Superintendent's office.

ARTICLE XII

Board of Education Rights

A. The Board, on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To establish all work assignments, and the means and methods of performing those assignments.

4. To determine the flow of work, and the hours when it is performed.

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

ARTICLE XIII

Miscellaneous Provisions

A. Copies of this contract will be completed and presented 30 - 60 days from ratification. The Association will receive 10 extra copies of the agreement for their Association use.

B. 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.

C. As a condition of employment, all clerical 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.

D. Chest X-rays or tuberculin tests shall be required every 3 years of all employees. Proof of freedom from tuberculosis is to be in the Superintendent's office before the first pay check in July is issued.

E. Use of an employee's personal automobile for school district business shall not be a condition of employment but may be used for emergency situations. Employees will be reimbursed at the agreed upon mileage allowance for use of their own personal car.

F. Secretaries will not be expected to travel on school business when hazardous weather conditions exist.

G. The Board agrees to make every effort to provide qualified substitutes for office employees when necessary during prolonged absences.

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

I. The Association acknowledges that during the negotiations that resulted in the 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 exercises of the opportunity are set forth in this Agreement. Therefore, the Association, 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 subject or matters may not have been within the knowledge or contemplation of the Association at the time that they negotiated this agreement.

ARTICLE XIV

Duration of Agreement

A. This Agreement shall be effective July 1, 1981, and continue in effect until June 30, 1983. Negotiations for the next succeeding fiscal year shall be opened at least sixty (60) days, and not earlier than ninety (90) days, prior to the termination of the contract.

B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By _____
President

By _____
Secretary

RICHMOND COMMUNITY SCHOOLS
ASSOCIATION OF SECRETARIES

By _____
Darlene Burns

By _____
Patricia Falk

By _____
Shirley Kirby

