

Bedford Public Schools

Bedford Secretarial
Association

Master Agreement

March 2, 2018¹

Through

December 31, 2021

¹ The 2012-16 CBA was extended and then expired on August 24, 2017. From August 25, 2017 to March 1, 2018 a new CBA was approved with changes to ONLY Articles 2, 6, 7, 8, 17, 21, and 22. Effective March 2, 2018 this is THE fully negotiated contract whereby Articles 4, 10, 12, 20, 20.1, 24D, 25, 28, 30, 36 and Schedule A were re-negotiated and added to complete this CBA, effective through 12/31/21.

Bedford Secretary Association
2018-2021 Master Agreement

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AGREEMENT

This agreement entered into this second day of March, 2018, by and between the Board of Education of the Bedford Public Schools, hereinafter called the "Board" and the Bedford Secretarial Association MEA/NEA (Michigan Education Association/National Education Association), hereinafter called the "Association".

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

WITNESSETH

Whereas, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the recognized organization as the representative of its secretarial personnel with respect to hours, wages, terms, and conditions of employment. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 – RECOGNITION

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

ARTICLE 2 – EMPLOYEE’S RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every secretary shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for their mutual aid and protection. As duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, coerce any secretary in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitution of Michigan and the United States. That it will not discriminate against any secretary with respect to hours, wages, any terms or conditions of employment by reason of her/his membership in the Association, her/his participation in any activities of the Association, or collective professional negotiations with the Board, or her/his institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its secretaries appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC) or mediator for such public agency or an arbitrator appointed pursuant to the provision of this agreement.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings under the same policies as other organizations in the District.
- D. Reasonable use of the inter-school mail, school typewriters, computers, internet access and school duplicating machines shall be made available to the Association and its members for notices and news of Association business. The Association shall pay for the cost of all materials and supplies incident to such use.
- E. Stationery and stamps are not provided to the secretaries for use in conducting personal business.
- F. School telephone use will be allowed only in emergency situations. Secretaries will be required to place all long distance calls on their personal telephone credit cards, etc., at no cost to the District.
- G. The private and personal life of any secretary is not within the appropriate attention or concern of the Board except as it impinges upon her/his ability to do her/his job.
- H. The Association will be given seven (7) non-accumulative days each year to use for Association business. Request for the non-accumulative Association business days shall be made from the President of the BSA at least three (3) days in advance.
- I. The Association’s negotiating team members, designated by the President, shall be released with no loss of pay, to attend any negotiation event scheduled by the administration during working hours.

- J. Updated job descriptions will be jointly developed between all BSA members and their administrator on an annual basis no later than June 1 of each year.

ARTICLE 3 – BOARD’S RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the school District, hereby retains and reserves unto itself, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws of the state, the constitution of the State of Michigan and/or include, by way of illustration and not by way of limitation, the rights to:
1. Manage and control its business, its equipment, and its operations and direct the working forces and affairs of the entire school system within the boundaries of the school District of Bedford;
 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing;
 3. Direct the working force, including the right to establish and/or determine positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees;
 4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods, and processes of carrying on the work;
 5. Determine the qualifications of employees;
 6. Adopt rules and regulations;
 7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, division or sub-divisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;
 8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
 9. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization; and
 10. Determine policies affecting the selection or training of employees.
- B. It is further recognized that the Board, in meeting such responsibility and exercising its powers and rights, acts through its administrative staff.
- C. The listing of specific management rights in this agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

- D. The Board shall continue to have the exclusive right to establish, modify, or change any conditions except those covered by provision of this Master Agreement.
- E. The Board agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual orientation, marital status, physical characteristics, or handicap, or place of residence

ARTICLE 4 – WAGES (Effective March 2, 2018)

A. Wages:

Hourly Wage Rates
**** Schedule A ****
Paid going forward and following BSA ratification (2/20/18) and BoE approval (3/1/18)

3.5% On Schedule Increase²

	Level A	Level B	Level C	Level C-1
Step 1	\$15.16	\$14.40	\$13.64	\$12.28
Step 2	\$15.49	\$14.76	\$14.00	\$12.61
Step 3	\$15.90	\$15.14	\$14.37	\$12.93
Step 4	\$16.32	\$15.58	\$14.79	\$13.31
Step 5	\$16.66	\$15.91	\$15.17	\$13.66
Step 6	\$17.07	\$16.28	\$15.49	\$13.94
Step 7	\$17.42	\$16.68	\$15.97	\$14.37
Step 8	\$18.26	\$17.48	\$16.73	\$15.05

- 2018-19: Conditional 2.0% on schedule payment increase only if the District’s final audited fund balance for 2017-18 (i.e. BoE approved Oct/Nov 2018) is more than \$900,000.00.³
- 2019-20: Conditional 2.0% on schedule payment increase only if the District’s final audited fund balance for 2018-19 (i.e. BoE approved Oct/Nov 2019) is more than \$1,100,000.00.⁴
- 2020-21: Conditional 2.0% on schedule payment increase only if the District’s final audited fund balance for 2019-20 (i.e. BoE approved Oct/Nov 2020) is more than \$1,300,000.00.⁵

² Increase of 3.5% is reflective of the 2% on schedule increase PLUS an exchange of two (2) Inclement Weather Days and the one (1) additional personal business day when requested to work by an administrator for a 1.5% wage increase to Schedule A and is separate from any other wage proposal (Article 10).

³ Additionally, payment of any/all increases in hourly or yearly salary base wage(s) tied to any/all fund balance triggers for any/all non-affiliated employee(s) or bargaining unit/association of employees does not result in a net fund balance below \$900,000.00. Otherwise no increase in hourly or yearly salary base wage(s) for any/all non-affiliated employees or any/all bargaining unit/association of employees. (“**The All or Nothing Clause**”)

⁴ Additionally, payment of any/all increases in hourly or yearly salary base wage(s) tied to any/all fund balance triggers for any/all non-affiliated employee(s) or bargaining unit/association of employees does not result in a net fund balance below \$1,100,000.00. Otherwise no increase in hourly or yearly salary base wage(s) for any/all non-affiliated employees or any/all bargaining unit/association of employees. (“**The All or Nothing Clause**”)

⁵ Additionally, payment of any/all increases in hourly or yearly salary base wage(s) tied to any/all fund balance triggers for any/all non-affiliated employee(s) or bargaining unit/association of employees does not result in a net

B. Incentive for Educational Attainment:

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

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

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

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

- Secretary to the Executive Director of Human Resources & Labor Relations,
- Payroll Secretary;
- Human Resources SEMS/ Benefits Secretary;
- Switchboard Receptionist; and
- Secretary to Director of Business Services.

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

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

ARTICLE 5 – HOLIDAYS

The following days shall be paid holidays⁶:

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

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

fund balance below \$1,300,000.00. Otherwise no increase in hourly or yearly salary base wage(s) for any/all non-affiliated employees or any/all bargaining unit/association of employees. (**"The All or Nothing Clause"**)

⁶ Level C-1 paid holidays marked with "*"

**ARTICLE 6 – OVERTIME, CALL BACK TIME, COMP TIME, and
WORKING FROM HOME**

- A. Overtime work is defined as time worked beyond eight (8) hours per day or forty (40) hours per week.
- B. Overtime work will be compensated for at one and one half (1½) times the employee's regular hourly rate.
- C. A minimum of two (2) hours overtime credit will be paid for call back time (returning to a district workstation) for evening, Saturday, Sunday, or holiday work which is authorized at the request of their supervisor or appropriate administrator even if less than two (2) hours of service is rendered.
 - 1. If employee's supervisor or other appropriate administrator requests the employee work from home outside their normal work hours, a minimum of one (1) hour overtime credit will be paid.
- D. If employee works from home with the appropriate approval, the actual time worked, rather than the *two (2) hour minimum* is applicable. Overtime rate is applicable only if hours worked satisfy "A" from this article.
- E. Comp time may be earned in place of earning overtime pay upon advanced mutual agreement between the employee and their immediate supervisor or appropriate administrator and the following apply:
 - 1. One (1) hour of overtime work equals one and one half (1½) hours of comp time;
 - 2. Use of earned comp time will be approved in advance by the immediate supervisor; and
 - 3. District payroll procedure shall be followed for tracking the earning and usage of comp time.
- F. In the event a change in the timekeeping system is considered, the parties will meet and bargain such a change.

ARTICLE 7 – VACATION TIME

- A. Vacation days shall be provided to secretaries according to the following schedule. Starting the 2011-2012 contract year, the days that would have been accumulated according to the index below will be granted up front to each employee and will be posted on July 1. Any discrepancies brought to the attention of the Human Resources & Labor Relations Department will be corrected according to the employee's records.

Accrual of vacation days shall follow the below index⁷:

	10 Month Assignment # of days accrued/month	11 Month Assignment # of days accrued/month	12 Month Assignment # of days accrued/month
0-through completion of 5 years	1.0	1.0	1.0
6-through completion of 12 years	1.5	1.5	1.5
13+ years	2.0	2.0	2.0

- B. The term “days” when used in this section shall be working days.
- C. Permission to use accumulated vacations day(s) must be secured from the immediate supervisor/administrator. Any request for vacation in excess of 10 days must be secured from the Executive Director of Human Resources & Labor Relations.
- D. Twelve (12) month employees will receive two (2) added vacation days to be posted July 1 of each year.
- E. Eleven (11) month employees will receive one (1) added vacation day to be posted July 1 of each year.
- F. Effective July 1, 2017, employees having more than ten (10) unused posted vacation days (as of June 30, 2017) shall be paid out by one-third (1/3) each July 1 until employee’s accrued days reach a maximum of ten (10) unused posted vacation days.⁸

⁷ Disparate impact occurred for 11 and 12 month secretaries when converting the “old” schedule for earning vacation days from a “five (5) week block of employment” schedule to a “# of days accrued/month” in the 2010-2012 CBA. 11 and 12 month secretaries will now earn vacation days equally as 10-month secretaries notwithstanding “D” and “E” above. Effective with vacation load July 1, 2017 per 8/5/17 to 3/1/18 CBA.

⁸ **Examples.**

Sec A: Balance 100 (90 days over - planned payout 30/30/30)

Yr 1 - earns 24 / must use 12 + 10 carryover / net gain 2 - adjusted payout 32 / balance 70

Yr 2 - earns 24 / must use 12 + 10 carryover / net gain 2 - adjusted payout 32 / balance 40

Yr 3 - earns 24 / must use 12 + 10 carryover / net gain 2 - adjusted payout 32 / balance 10

Employee on track

Sec B: Balance 80 (70 days over - planned payout 24/23/23)

Yr 1 - earns 22 / must use 11 + 10 carryover / net gain 1 - adjusted payout 25 / balance 56

Yr 2 - earns 22 / must use 11 + 10 carryover / net gain 1 - adjusted payout 24 / balance 33

Yr 3 - earns 22 / must use 11 + 10 carryover / net gain 1 - adjusted payout 24 / balance 10

Employee on track

Sec C: Balance 10 (0 days over - planned payout 0)

Yr 1 - earns 20 / must use 10 + 10 carryover / net gain 0 - adjusted payout 0 / balance 10

- G. Effective June 30, 2020, employees shall be compensated for all accrued, unused, posted vacation days at the end of their yearly assignment. However, employee's may carry over up to a maximum of ten (10) unused posted vacation days for usage in the following year only. In the spirit of this contract, both parties agree that employees shall take at least one-half (1/2) of their yearly earned vacation days.
- H. In the case of a resignation or retirement from service, vacation time will be prorated according to what the employee would have earned via the accrual of vacation day(s) index noted in Art 7 A. The resigning or retiring employee will not be eligible for days not actually "earned" that nevertheless were posted on July 1.
- I. Vacation, sick, and Personal Business day balances must be kept current and verified at the end of each month. It is the employee's responsibility to check EAC and verify that leave balances are correct. If there is a discrepancy, resolution with backup documentation must be completed within one week of the date it was discovered and a meeting with the Secretary shall occur. If agreement cannot be reached between the Secretary and Human Resources & Labor Relations then Article 7-A sentence three, will be adhered to. Any discrepancies brought to the attention of Human Resources & Labor Relations will be corrected according to the employee's timesheet.

ARTICLE 8 – HOURS OF WORK

- A. The hours of regularly scheduled workdays shall be established by the administration and shall not exceed eight (8) hours per day for any classification. The normal work week shall not exceed forty (40) hours per week, Monday through Friday, for any classification.

Example of a 12-month employee/8-hour work day posting/job description:

Start/end time 7:30 a.m. – 4:00 p.m. This is an "8½ hour day" of which 8 hours is paid/worked including the two (2) fifteen (15) minute paid relief times (breaks) = 40 hours paid per week.

- B. The administration reserves the right, as conditions require, to establish and change hours of work, shifts, and schedule of hours, due to operational needs and deadlines, and also in cases of emergency, including but not limited to fire, tornado, flood, or explosion.
- C. All full-time secretaries shall be entitled to a duty free, uninterrupted thirty (30) minute lunch period.
- D. During normal school year full-time secretaries will be provided a fifteen (15) minute paid relief time (break) in the morning and in the afternoon. This shall not be reduced by minimal time used for personal business, restroom breaks, etc. One or both of these breaks may be used in conjunction with lunch with the approval of the supervisor for the

purpose of taking a longer lunch. Employees will not be paid additional wages for working through any break nor will working through any break entitle the employee to leave or end their scheduled work day early.

- E. Normal Summer hours: Twelve (12) month position eight (8) hour per day employees shall have one (1) hour for lunch, two (2) fifteen (15) minute breaks, and a seven (7) hour work day with no reduction in pay beginning ten (10) work days after school is out until ten (10) work days before school starts in accordance with the approved school calendar. One or both of these breaks may be used in conjunction with their one (1) hour lunch to take a longer lunch period, with the prior approval of their supervisor. Employees will not be paid additional wages for working through any break nor will working through any break entitle the employee to leave or end their scheduled work day early.
- F. Optional Summer Four (4) Day Work Week. Not eligible for overtime after eight (8) hours of work/pay per day. Total discretion given to supervisor (not subject to the grievance procedure) as to the granting or denial of any four (4) day work week and their start/end times subject to the previous paragraph:
- G. When students are not in session, all secretarial employees shall be allowed one (1) hour for lunch with no reduction in pay.
- H. Employees working more than five (5) hours per day will have one (1) thirty (30) minute duty free uninterrupted unpaid lunch period. Employees working four (4) hours or more will receive one (1) fifteen (15) minute paid relief time.
- I. When a need arises and a secretary is requested to work on a legal Holiday or paid day off, the secretary who holds the position will be offered it first. If she turns the hours down, the member with the highest seniority in the building will be offered the work.
- J. By June 1 of each year, all part-time and less than 12 month bargaining unit employees shall sign a list indicating an interest in receiving summer (beyond normally scheduled work year) hours. Interested persons shall be called by the District by seniority order and must be available to work the entire position for the day; no split assignments will be allowed. The subbing list shall be sent to the entire membership by the last day of school.

ARTICLE 9 – FLEXTIME

- A. Under limited circumstances, an employee may make arrangements to schedule flextime for a particular day, under the following conditions:
 - 1. Except in cases of emergency, the time must be requested from the immediate supervisor at least twenty-four (24) hours in advance.
 - 2. The time must normally be for four (4) hours or less.

3. Make-up time must be within the payroll period in which the flextime is used. Such make-up time must be declared in advance when requesting flextime.
4. All flextime is contingent upon mutual agreement and every effort will be made to accommodate reasonable flextime requests. No grievance may be brought by the employee nor discipline assessed by the employer for failure to agree to flextime.

ARTICLE 10 – INCLEMENT WEATHER AND ACTS OF GOD⁹

- A. On extremely hazardous driving days when school has been delayed or called off, secretaries will be given a maximum of one and one-half (1½) hours leeway to report to work before being docked providing notification is given.
- B. Upon a secretary being delayed, the secretary shall contact her/his immediate supervisor(s) or the District absence notification number. Every effort and reasonable attempt shall be made by the secretary to not be delayed by inclement weather on school delays or cancellation. The maximum use of one and one-half (1½) hours leeway to report to work is not automatic when school is delayed or canceled.
- C. In case of inclement weather or Act of God days, personal business days, vacation days, days without pay or sick leave days may be utilized by the BSA member if she/he is scheduled to work that day:-
- D. Hourly employees who report to work as scheduled on an inclement weather day and Act of God Day will be paid for actual time worked, subject to Section A of this article.

ARTICLE 11 – RESPONSIBILITY

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

ARTICLE 12 – VACANCIES AND PROMOTIONS

- A. All vacancies and newly created positions on the secretarial staff will be posted by Human Resources & Labor Relations and a copy sent to each member of the Association. This includes any position of more than four (4) weeks duration regardless of the number of hours worked. -All postings will be reviewed with the BSA President before being posted.

⁹ This article was negotiated in exchange for a 1.5% wage increase to Schedule A (Effective 3/2/18).

- B. When all vacancies occur, the Executive Director of Human Resources & Labor Relations will notify the Association President within two (2) business days of such vacancies and the vacant position will be posted within five (5) business days unless the parties agree otherwise. The position may be posted internally, or simultaneously both internally and externally, for not less than five (5) business days. Interviews will be offered first to applicants from the Bedford Secretarial Association (BSA) that meet the minimum qualifications and such interviews will be scheduled within ten (10) business days from the close of the posting. Awarding of the vacant position to the internal applicant will occur within five (5) business days of the last interview to the more senior applicant provided she/he is determined to be the best qualified. Remaining internal applicant(s) not selected for the position, shall be sent a written explanation from the Executive Director of Human Resources & Labor Relations stating the reason(s) they were not the best qualified within five (5) business days.
- C. Copies of letters of interest and non-selection shall be placed in the employee's OPF.
- D. In the event no BSA member applies or is selected for the vacancy, external applications will be considered and candidates interviewed no sooner than five (5) business days after the close of the internal selection process, if applicable.
- E. No vacancy shall be filled, except on a temporary basis in case of emergency, until such vacancy shall have been posted at least five (5) school days from the date of distribution during the school year and within seven (7) calendar days from the date of distribution during the non-school months. In the event an employee is absent during the posting period, and desires to apply for the vacancy, the Union President or designee may submit an application on the employee's behalf during the five (5) day posting period.
- F. A regular employee temporarily assigned to a position in a higher classification shall be paid at the appropriate step and classification for the position to which she/he is temporarily assigned.
1. When the employer chooses to temporarily assign an employee to a position in a higher classification, she/he shall perform all duties/responsibilities of that respective position.
 2. Before receiving compensation at the higher rate, the employee temporarily assigned to a position in a higher classification shall be assigned in that position a minimum of two (2) or more consecutive hours.
 3. This section is applicable only when an employee is temporarily assigned to a position of higher classification to replace, not assist/help/aid the secretary in a higher classification, in which case no additional compensation will be granted as assisting others is an expectation of the job.
- G. Notification of all appointments shall be sent to each member of the Association by the President of the Association/Executive Director of Human Resources & Labor Relations following the appointment.

- H. Any probationary employee or regular employee may not make formal application on another District Bedford Secretarial Association position/vacancy until six (6) calendar months in the current position. Special or unusual circumstances may exist, whereby mutual consent of the employee and employer may grant special approval.
- I. The parties recognize the importance of providing training to secretaries who accept new positions within the District.
- J. The Board agrees that when a secretary transfers to a new position, the supervising administrators will work cooperatively to ensure a smooth transition. Within the first thirty (30) days after the transfer, the new secretary will be given the opportunity to train with the secretary who previously held the position whenever practical on an as needed basis.
- K. Upon conclusion of the first thirty (30) days, training will be addressed whenever necessary.
- L. No employee will be involuntarily transferred except in critical or emergency situations.
- M. Current BSA positions will be posted when there is a change in job classification, and/or an increase/decrease of one (1) hour or more.
- N. If a current BSA position is occupied, and it is posted for any reason, that member holding that position must bid on that position to retain her/his right to the position, if so desired.

ARTICLE 13 - DISCIPLINARY ACTION AND DISCHARGE

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

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

- B. Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee within five (5) working days. The employees, at her/his option, may notify the Union. Among the causes which may be deemed sufficient for dismissal, suspension, demotion, or other disciplinary action are the following:
1. Unauthorized or excessive absence from work;
 2. Commitment or conviction of any criminal act;
 3. Conduct unbecoming any employee in the public service;
 4. Disorderly or immoral conduct;
 5. Incapacity due to mental or physical disability;
 6. Incompetency or inefficiency;
 7. Insubordination;
 8. Bringing intoxicants/drugs into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating beverage in any degree whatsoever;
 9. Neglect of duty;
 10. Negligence or willful damage to school property, waste, or misappropriation of public supplies or equipment;
 11. Willful violation of any lawful regulation;
 12. Deliberate falsification of records and reports;
 13. Violation of the District's smoking policy; and
 14. Conviction of a misdemeanor or felony regarding pedophile.
- C. All dismissals shall be without pay.
- D. No suspension shall be effective for a period of more than ten (10) working days without prior approval of the Executive Director of Human Resources & Labor Relations.
- E. An employee may be dismissed, suspended, or disciplined pending investigation and discussion, and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, except where an arbitrator determines that a lesser award is appropriate, including litigation of damages.
- F. If the dismissal or suspension is sustained under the procedures outlined in the grievance procedure, the employee shall be deemed dismissed as of the date of dismissal or suspension.
- G. Any suspended employee shall leave the premises and shall remain away until such dismissal or suspension is lifted or cleared.
- H. In any case of dismissal, suspension, or disciplinary action, the employee, if he/she so desires, may request an investigation. This request must be written and presented within five (5) working days from the date of dismissal, suspension or disciplinary action.

Appeal from discharge or suspension must be heard within five (5) working days and a decision reached within fifteen (15) working days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) working days, the case shall then be taken up as provided in the grievance procedure.

- I. A bargaining unit member will have the right to review the contents of all personnel records of the District pertaining to said bargaining unit member originating after initial employment, and to have a representative of the Union accompany her/him in such review. The District shall also have the right to have a representative present during such review. Letters of reprimand shall not be placed in the individual employee's file before a hearing attended by the employee and supervisor. A Union representative may be present if requested by the employee.
- J. A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the District. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised of said possibility.

ARTICLE 14 – RESIGNATION¹⁰

- A. Any secretary resigning shall file a written resignation with the Office of Human Resources & Labor Relations at least ten (10) working days prior to the effective date.
- B. Sick Days
 - 1. Upon Resignation – Any secretary with ten (10) years of experience will be paid \$35.00 a day for each unused/earned sick leave day not to exceed one-hundred (100) days.
 - 2. Upon Death – All unused/earned sick days will be paid at the rate of \$35.00 per day and will be paid to their estate in accordance with state and federal laws.
- C. Vacation Days
 - 1. Upon Resignation – Any secretary who voluntarily discontinues her/his services will be paid all unused/earned vacation days at their current rate of pay.
 - 2. Upon Death – All unused/earned vacation days will be paid at their current rate of pay to their estate in accordance with state and federal laws.
- D. Personal Business Days

¹⁰ *Resignation is defined as not being able to retire under the current rules of the Office of Retirement Services (ORS)*

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

ARTICLE 15 – RETIREMENT¹¹

A. Employer’s Contribution

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

B. Sick Days

1. If retirement is announced by March 1 of the current school year, a secretary will be paid at the rate of seventy-five dollars (\$75.00) per day for all unused/earned sick leave days up to a maximum of six-thousand dollars (\$6,000.00).
2. If retirement is announced after March 1 the secretary will be paid \$35.00 a day for each unused/earned sick leave day not to exceed one-hundred (100) days.

B. Vacation Days

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

C. Personal Business Days

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

ARTICLE 16 – SENIORITY AND BUMPING

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

- A. Seniority shall be granted to all employees covered by this Master Agreement.
- B. All new employees shall be considered probationary for sixty (60) work days from date of hire. During such probationary period, employees may be discharged without constituting a breach of this agreement, except as provided in the non-discriminatory clause. At the end of their probationary period, employees shall be placed on the seniority list, as of their first day of hire.

¹¹ *Retirement is defined as being able to retire under the current rules of the Office of Retirement Services (ORS)*

- C. An employee shall be terminated and lose her/his seniority within all classifications if:
1. The employee quits;
 2. The employee is discharged and not reinstated through the grievance procedure;
 3. The employee fails to report for work on the first regularly scheduled workday in which the employee is scheduled to report back to work, following a leave of absence, or fails to secure an approved extension of a leave of absence. Mitigating circumstances will be considered by the Board;
 4. The employee falsifies personnel records, medical history, criminal record, or falsifies the reason for a leave of absence; or
 5. The employee is employed elsewhere during a leave of absence without the knowledge of the employer.
- D. An up-to-date seniority list shall be provided to the President of the Association, semi-annually, by the Board.
- E. Bumping Procedure:
1. If a secretary's position is eliminated, or her/his hours are cut by 15% or more pursuant to Article 18 – Reduction of Hours, the secretary may bump into a position in any classification, provided the secretary has greater seniority than the individual being bumped, and provided the employee has the necessary qualifications and ability to perform the job. Secretaries involved in the bumping procedure shall serve a probationary period of forty (40) working days from the date of hire in the new position. Decision regarding performance shall be made by the immediate supervisor and the personnel coordinator. A secretary who bumps into a position but is unsuccessful in completing the probationary period shall be eligible to bump into another position.
 2. The more senior employee seeking to bump a less senior employee in accordance with this section must give notice of intent to exercise her/his bumping rights five (5) days prior to her/his termination date or date when the cut in hours will take effect, by submitting in writing her/his intent to the Executive Director of Human Resources & Labor Relations. Each bumped employee may exercise bumping rights in accordance with this section within three (3) days by submitting in writing her/his intent to the Executive Director of Human Resources & Labor Relations. If the employee fails to give such notice she/he will forfeit her/his right to exercise seniority in the above manner and must take the layoff.

ARTICLE 17 – LAYOFF AND RECALL

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

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

ARTICLE 18 – REDUCTION OF HOURS

- A. Before the School District reduces secretarial hours, the Association shall be allowed to present to the employer plans for alternatives.
- B. Where qualifications are equal as determined by the Board, the reduction of hours will be by seniority.
- C. In the event a Bedford Secretarial Association member's hours are reduced by fifteen percent (15%) cumulatively within a four (4) year period, the reduced hourly member will have the right to replace any lesser seniority Bedford Secretarial Association member. See Article 16, Section E. – Bumping procedure.
- D. Any prior forbearance by the Bedford Secretarial Association in not grieving any cuts of hours and benefits shall not be admissible as past practice in any future grievance and/or arbitration.

ARTICLE 19 – CHANGES IN EMPLOYEE POLICIES

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

ARTICLE 20 – PERSONAL BUSINESS DAYS

- A. The parties agree there may be personal conditions or circumstances, which may require a secretary's absence. The Board agrees to grant a maximum of two (2) personal business days per school year for all BSA members with less than 10 years seniority and a maximum of three (3) personal business days per school year for BSA members with 10 years seniority or greater.
 - 1. This leave shall be used only in situations of urgency, for the purpose of conducting business which cannot be transacted on the weekend, after working hours, or during vacation periods.
 - 2. At least 24-hour notification to the immediate supervisor will be provided by the BSA member when using Personal Business Days via e-mail or phone call. The BSA member is responsible for inputting their absence into the attendance system.
 - 3. In the event some unusual circumstance should necessitate the use of a personal business day on a day otherwise covered in this paragraph, special permission shall be requested from the Executive Director of Human Resources & Labor Relations.
 - 4. Such leave shall not be used for seeking other employment, rendering service or working either with or without remuneration for themselves or for anyone else, for hunting, for fishing, or other vacation or recreational activities. It is further understood such leave shall not be granted for the first day or the last day of the school year, nor on the working day immediately preceding or following a vacation period, school break, unpaid leave of absence, or holiday.
 - 5. No less than one half (1/2) personal business day may be used at any one time.
- B. Unused personal business days shall be added to accumulated sick leave days at the end of each contract year, except that up to one (1) day shall be carried over to create up to three (3) days for less than 10 year employees and up to 4 days for greater than 10 year employees for the following year.

ARTICLE 21¹² LEAVE OF ABSENCE – GENERAL

- A. A secretary desiring a leave of absence shall present in writing to her/his immediate supervisor her/his request for a leave at least ten (10) days prior to the effective date, indicating the reason for her/his request and the length of time required. In case of emergency, the required waiting period may be waived. No leave shall be granted for longer than a six (6) month period except in cases of illness. Leave of absence for other than illness may be granted at the discretion of the immediate supervisor. Any secretary on leave without pay will not receive fringe benefits but her/his seniority will not be impaired.
- B. The granting of a maternity leave shall be in accordance with Federal law.
- C. When a BSA member is on a leave of absence, the immediate supervisor has discretion of temporarily reassigning members of their department(s) to best achieve continuity of operations. Preference will be given to department and/or building employees having experience in duties being covered.
- D. BSA part-time members (qualified) will be given the opportunity to sub any additional hours to cover the remaining workload as needed.
- E. The BSA shall be informed in writing within (5) business days of occurrence of the temporary reassignment(s) due to a leave of absence pursuant to paragraph C above.

ARTICLE 22 – SICK LEAVE

- A. Sick leave is earned as follows:
 - 1. One (1) day sick leave per calendar month worked provided no less than ten (10) days are worked in the month.
 - 2. Sick leave is allowed for personal illness and a secretary may accumulate an unlimited number of sick leave days.
- B. Attendance Incentive: Any secretary having no absence chargeable against her/his earned sick leave days and having taken no time off without pay shall receive a bonus of one vacation day posted to her/his account on December 31 for the period July 1 to December 31, and one vacation day posted to her/his account on June 30 for the period January 1 to June 30. (Time off without pay directed by the Board shall not affect this article.)

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

¹² Formerly 20.1 and renumbered from this point through remainder of CBA.

\$150.00

January – June (of current calendar year)

- C. The Board and the Association agree that pursuant to Article 21-A, in order for a secretary to receive a bonus day posted to her/his account on December 31, or June 30, she/he must have worked continuously during the preceding six (6) month period. In the event a newly hired secretary has not worked continuously during the preceding six (6) month period, she will not be eligible to earn a bonus day until the subsequent six (6) month period begins. This language shall not be construed so as to render secretaries who work less than twelve (12) months ineligible to receive a bonus day.
- D. The Board reserves the right to require a doctor's certificate or other evidence of illness.
- E. Days already accumulated by a secretary prior to the adoption of this policy shall remain in force.
- F. Transfer shall not impair a secretary's accumulated sick leave.
- G. Leaves of absence with pay chargeable against the employees' sick leave allowance shall be granted for the following reasons:
 - 1. A maximum of three (3) days per occurrence for critical illnesses in the immediate family.
 - a. Immediate family shall be interpreted as father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, grandparent, legal guardian, grandchild, son-in-law, daughter-in-law or domestic partner and their dependents.
 - b. Step relatives within the definition of the immediate family shall include stepmother, stepfather, stepsister, stepbrother, stepchild, and step-grandchild.

ARTICLE 23– BEREAVEMENT LEAVE

- A. Leaves of absence with pay not chargeable to any other leave allowance shall be granted for the following reasons:
 - 1. A maximum of five (5) days for a death in the immediate family.
 - a. Immediate family shall be interpreted as father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, grandparent, legal guardian, grandchild, son-in-law, daughter-in-law or domestic partner and their dependents.
 - b. Step relatives within the definition of the immediate family shall include stepmother, stepfather, stepsister, stepbrother, stepchild, and step-grandchild.

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

ARTICLE 24 – WORKERS’ COMPENSATION

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

ARTICLE 25 - INSURANCE PROTECTION

BEDFORD SECRETARIAL ASSOCIATION

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

12 MONTH SECRETARY

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

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

Original Bid Hours = 6 per day

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

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

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

Final Calculation for determining final employee portion of insurance cost

Total actual hours worked for fiscal year = 1,625

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

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

11 MONTH SECRETARY

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

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

Original Bid Hours = 7 per day

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

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

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

Final Calculation for determining final employee portion of insurance cost

Total actual hours worked for fiscal year = 1,760

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

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

10 MONTH SECRETARY

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

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

Original Bid Hours = 5 per day

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

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

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

Final Calculation for determining final employee portion of insurance cost

Total actual hours worked for fiscal year = 1,160

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

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

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

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

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

Plan A

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

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

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

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

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

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

Plan B

1. MESSA Negotiated Life Insurance (or equivalent) - \$ 5,000
 2. Delta Dental Plan – 100/90/90/90:\$1,500; \$1,000 Class I, II, & III Max. (or equivalent)
 3. VSP Gold 3 (or equivalent)
- D. Secretaries electing not to receive health insurance benefits shall be provided by the Board an amount of one hundred and sixty-seven dollars and fifty cents (\$167.50) per month. If the number of bargaining unit members selecting in-lieu of insurance is less than nine (9) recipients, then the dollar amount for in-lieu of insurance will revert to \$92.50. This is in-lieu of health insurance benefits and may be used at the employee's discretion. Payment in-lieu is not provided for members whose spouse works for the District and accepts health coverage.

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

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

All costs relating to the implementation and administration of benefits under this program (Cafeteria Plan) shall be borne by the employer subject to the hard cap limitations per PA 152.

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

- J. Upon request of the employee, sick days may be frozen when an employee will be absent because of an illness or injury of eight (8) or more days, while the employee utilizes her/his short-term disability insurance. The employee shall inform Human Resources & Labor Relations in writing, prior to the eighth (8th) day or prior to the twenty-ninth (29th) day they are absent, of their intention of freezing their sick days. In the event written notification is not given, sick days will continue to be used.
- K. Employees or their dependents qualifying for District paid health care coverage, shall not receive any “abortion services or benefits” as part of the District paid health insurance benefits.
- L. The District is in agreement that all secretaries choosing health care, including those in ten (10) month or twelve (12) month assignments, shall have their insurance coverage provided by the Board for the entire calendar year.

ARTICLE 26 - PROFESSIONAL DEVELOPMENT

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

Grade or Final Assessment	Percentage of Tuition/Course Paid	Percentage of Primary Textbook Paid
A, A-, B+, B, B-, (80-100%) Pass or Satisfactory	100%	100%
C+, or C (75-79%)	75%	75%
Below C or 75% Fail or Unsatisfactory	0%	0%

Payment will be made as soon as possible upon submission of the official grade report and book receipt by Human Resources & Labor Relations

- D. Administration or Human Resources & Labor Relations may request a secretary to enroll in a course for the purpose of improving a job-related skill which Administration and/or Human Resources & Labor Relations deems an essential function of the job which the secretary holds. Such course and books will be paid for by the Board of Education at 100% and must be successfully completed (defined as the receipt of grade A, B, C, Pass or Satisfactory if an ungraded course) within six (6) months, where possible, of the date that the secretary was requested by her/his supervising administrator or Human Resources & Labor Relations to take the course. If the secretary fails to take or successfully complete the requested course, or fails to improve the job related skill which was deemed essential to the job, the Board may take action it deems appropriate.
- E. Voluntary Job Enhancement Stipend - A fifty (\$50.00) dollar stipend will be given to the secretary upon the successful completion of a pre-approved course as defined in section "B" of this article. This job enhancement stipend will be paid for voluntary and pre-approved course work only, but not for District mandated courses.
- F. After prior approval and upon completion of each Michigan School Business Officials (MSBO) or MIEM Executive Assistant Program (EAP, formerly SAPC) certification, the employee shall receive a monthly stipend of \$50.00. Secretaries shall be limited to three (3) certifications. MSBO membership dues will be maintained by the district as long as certification remains current.

ARTICLE 27 – JURY DUTY

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

ARTICLE 28 – GRIEVANCE PROCEDURE

- A. Definitions:
 - 1. A “grievance” is an alleged violation of the specific and express terms of this Agreement.
 - 2. For the purpose of processing grievances, working days shall be defined as Monday through Friday, or any day, in which the employee is scheduled to work, excluding all paid holidays.
 - 3. The term “grievance” as defined above shall not apply to:
 - a. The termination of services of, or failure to re-employ, any probationary employee; or

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

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

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

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

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

- E. **Level Two (2)** – If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been received within ten (10) working days of receipt of the written grievance, the grievance shall be appealed to the Executive Director of Human Resources & Labor Relations. Within ten (10) working days of receipt of the grievance, the Director of Human Resources/Labor Relations shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of the meeting, the Director of Human Resources/Labor Relations shall render her/his decision in writing, transmitting a copy of the same to the grievant and the Association representative. If no decision is rendered within such time period, the grievance shall be considered as denied.
- F. **Level Three (3)** – If the grievance is not settled at Level Two, either party may request the services of a mediator from the Michigan Employment Relations Commission within the ten (10) working days of the date an answer was due in Level Two. Mediation shall not exceed twenty (20) working days from the date of the first mediation session.
- G. **Level Four (4)** – If the grievance is still unsettled, the Association may, within thirty (30) working days after Level Three is completed, and by written notice to the other party, request arbitration.
- H. A request for a list of arbitrators will be made to the American Arbitration Association by the Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator. The arbitrator so selected will hear the matter promptly and will issue her/his decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth her/his findings of facts, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be final and binding on the employee, Association, and employer. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall be responsible for the expenses of witnesses that they may call.
- I. It shall be the function of the arbitrator, and he/she shall only be empowered to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement. Her/his powers shall be limited by the following:
1. The arbitrator shall have no power to establish salary scales;
 2. The arbitrator shall have no power to change any practice, policy, or rules of the employer, or to substitute her/his judgment for that of the employer, unless such rights or practices were relinquished by the employer in this Agreement;
 3. The arbitrator shall be limited to deciding whether the employer has violated the express terms of this Agreement; and the arbitrator shall not employ obligations and conditions binding upon the employer from this Agreement, unless specified within this Agreement. It is understood that any matter not specifically set forth herein remains within the reserved rights of the employer;
 4. In rendering decisions, the arbitrator shall give due consideration to the responsibility of management and the Association, and shall so construe the Agreement that there

- will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement;
5. In the event that a case is appealed to the arbitrator, on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits;
 6. The arbitrator shall have no power to interpret state or federal law; and
 7. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute her/his discretion for that of the parties hereto.
- J. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- K. It shall be the general practice of all parties to process grievances during times, which do not interfere with or cause interruption of the employee's working day. Release time shall be granted only upon mutual consent of the aggrieved person, the Association, and the employer.
- L. A grievance may be withdrawn at any level but that same grievance may not be filed a second time.
- M. Any withholding of services or work stoppage encouraged, authorized, or supported by the Association, while grievance procedures are in process, shall constitute the basis of immediate discontinuation of any pending grievance(s).
- N. Grievances must arise and be filed in a timely manner during the term of this Agreement in order for the grievance to be subject to the arbitration process.
- O. Copy of the grievance form is located in the Appendix at the end of this contract.

ARTICLE 29 – MISCELLANEOUS

- A. **Protective Supplies** – The Board agrees to provide a smock and rubber gloves for secretaries for the purpose of protecting their clothing while engaging in job-related tasks which could damage clothing.
- B. **Health/Smoking** – Smoking or the chewing of a tobacco product on Bedford Public School property, and/or in Bedford Public Schools' vehicles, on a structure or real estate owned, leased, or otherwise controlled by the Bedford School District, shall not be permitted at any time.
- C. **Travel Reimbursement** – Members of the Bedford Secretarial Association that are required in the course of their work or District business to drive personal automobiles shall receive a car allowance. All travel/mileage reimbursement shall be set by the

Internal Revenue Service Standards. They will be adjusted in accordance with Internal Revenue Service Standards. Travel/mileage reimbursement must be approved and determined in advance by their immediate supervisor. Any travel time before the regular start time or after the regular end time of the employee's work day shall be paid at time and one-half, or the equivalent in comp time (upon advanced mutual agreement between the employee and their immediate supervisor or appropriate administrator), provided the employee's work day exceeds 8 hours.

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

The programs shall have the following components:

1. All mentoring students shall be placed in vocational educational program(s) which will be for credit only;
 2. These programs will run for a maximum of one (1) hour each day for approximately eighteen (18) weeks for each student placed;
 3. There shall be a maximum of ten (10) students enrolled per year; and
 4. These students shall be assigned with the concurrence of the Building Administrator and consultation with the secretary.
- E. All employees shall have direct deposit of their payroll checks and shall be subject to required statutory deductions for retirement – Office of Retirement Services (ORS) / Michigan Public School Employees Retirement System (MPSERS). Written employee authorization is needed to participate in District approved employee deduction programs, which shall be available during open enrollment periods, and in accordance with the established payroll schedule and procedures for the year.
- F. Any and all letters of agreement/understanding may be incorporated into this collective bargaining agreement during successor contract negotiations, subject to the exception in Article 1.
- G. All contract language shall apply upon ratification by the Union and approval by the Board of Education of this agreement unless otherwise specified.
- H. It is understood between the parties that Association members will not be given the responsibility to directly supervise classes of students at any time. The exception will be when a degreed BSA member is asked to volunteer as a classroom substitute teacher or in emergency situations.

ARTICLE 30 – NEPOTISM

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

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

ARTICLE 31 – LONGEVITY

Beginning the school year in which the employee completes their 8th year, employees will receive longevity according to the following schedule. Payments will occur bi-weekly throughout the school year according to their assignment pays. This method will commence July 1, 2018. If the employee leaves the bargaining unit before their anniversary date, there will be a proration, otherwise the employee will receive the balance of their longevity not yet received for the current school year.

9 – 14 years:	\$750
15 – 19 years:	\$950
20 – 24 years:	\$1,150
25+ years:	\$1,350

ARTICLE 32 – EVALUATION

- A. Performance evaluations will be completed annually on June 1st or before using only the instrument provided.
1. The evaluation shall be in writing.
 2. The evaluation must be discussed with the secretary before it is submitted to the Superintendent or his designee.
 3. After consultation with the evaluator, the secretary will have the right to add remarks, statements or other information pertinent to the report. Such remarks shall be attached to the original performance report.
 4. In the absence of a written annual evaluation, the secretary's work will be judged satisfactory.
 5. If the evaluator believes an employee is doing unacceptable work, the reasons, therefore, shall be set forth in specific terms as shall an identification of the specific ways in which the employee is to improve when applicable. In subsequent

evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

- B. A review of the BSA member's job description will also be part of the evaluation process. Upon completion of the evaluation process and job description review, a written copy of said evaluation and updated job description will be forwarded to the BSA member within five (5) business days. All BSA members shall be encouraged to utilize the organizational support form to be attached to the evaluation form.
- C. Evaluation instrument placed as an addendum within contract.

ARTICLE 33 - STUDENT ASSISTANCE

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

ARTICLE 34 - PERSONAL ATTIRE

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

ARTICLE 35 - WORKING CONDITIONS

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

ARTICLE 36 - YEARLY REVIEW OF DISTRICT'S FINANCIALS

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

ARTICLE 37 - DURATION OF AGREEMENT

March 2, 2018 to December 31, 2021.

BEDFORD SECRETARIAL ASSOCIATION

SCHEDULE "A"

LEVEL "A" SECRETARIES

Accounts Payable Secretary - 8/261
Bookkeeper - 8/261 (OPEN)
HR SEMS/Benefits Secretary – 8/261
HR SEMS/Attendance Secretary – 8/261
Instruction & Student Services Secretary – 8/261
Payroll Secretary – 8/261
Secretary to Assistant Superintendent of Instruction & Student Services – 8/261
Secretary to Executive Director of Human Resources & Labor Relations – 8/261
Secretary to Director of Business Services – 8/261
Secretary to Director of Athletics – 8/240
Secretary to Director of Buildings & Grounds – 8/261
Secretary to Director of Community Education Operations & Services – 8/261
Secretary to Director of Food Service & Child Nutrition – 6/220
Secretary to Director of Transportation – 8/261
Secretary to Principal at Douglas Road Elementary – 8/220
Secretary to Principal at Jackman Road Elementary – 8/220
Secretary to Principal at Junior High School – 8/261
Secretary to Principal at Monroe Road Elementary – 8/220
Secretary to Principal at Senior High School – 8/261
Secretary to Principal at Smith Road Elementary – 8/220 (OPEN - Building Closed)
Secretary to Principal at Temperance Road Elementary – 8/220 (OPEN - Building Closed)
Student Records Secretary – Junior High School – 8/261
Student Records Secretary – Senior High School – 8/261
Switchboard/Receptionist – 8/261
Transportation Secretary 8/220

LEVEL "B" SECRETARIES

Attendance Secretary – Junior High School – 8/240
Attendance Secretary – Senior High School – 8/220
Attendance Secretary II – Senior High School – 6/220 (OPEN)
Bookkeeper Secretary – Senior High School – 8/220
Floating Secretary – 4/261
Instruction and Student Services, Business Operations, Human Resources & Labor Relations
Secretary – 8/261
Receptionist Secretary – Senior High School - 8/220
Secretary to Director of Career and Technical Education (CTE) - 6/220
Buildings, Grounds, and Maintenance Secretary - 4/261 (OPEN)

LEVEL “C” SECRETARIES

Media Secretaries:

Douglas Road Elementary - 8/220

Jackman Road Elementary - 8/220

Junior High School - 8/220

Monroe Road Elementary - 8/220

Senior High School - 8/220

Smith Road Elementary - 8/220 - (OPEN - Building Closed)

Temperance Road Elementary - 8/220 - (OPEN - Building Closed)

Receptionist Secretary II - Senior High School – 4/(full student days)

Receptionist Secretary - Junior High School - 8/220 (OPEN)¹³

LEVEL “C-1” SECRETARIES¹⁴

Secretary / Door Monitor - Douglas Road Elementary - 7.5/190

Secretary / Door Monitor - Jackman Road Elementary - 7.5/190

Secretary / Door Monitor - Monroe Road Elementary - 7.5/190

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¹³ Position was inadvertently dropped from Schedule “A” between the 1998-2001 and 2001-2004 contracts. It is our intent to recapture this position as it was not bargained out of the contract. The position shall remain OPEN and unfilled at this time.

¹⁴ LOA regarding C-1 secretaries signed 8/23/13, extended 6/27/14, and currently expired. Positions incorporated into Schedule “A”.

GRIEVANCE REPORT FORM

(Submit to Supervisor in Duplicate)

Grv. # _____ Name of Grievant _____ Date Filed _____

Building/Assignment _____

Distribution (Check off) ___ HR/LR ___ Bldg/Supv ___ Union ___ Grievant

INFORMAL LEVEL Date Discussion was held: _____

STEP 1

A. Date Cause of Grievance Occurred: _____

B. Article/Section/Policy Violated: _____

1. Statement of Grievance: _____

2. Relief Sought: _____

Signature

Date

C. Disposition of Supervisor: _____

Signature of Supervisor

Date

D. Disposition of Grievant and/or Union: _____

Signature

Date

STEP 2

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

B. Disposition of Exec. Dir of Human Resources/Labor Relations: _____

Signature

Date

C. Position of Grievant and/or Union: _____

Signature

Date

STEP 3

A. Date Submitted to Mediation: _____

B. Disposition and Award of Mediator: _____

Signature of Mediator

Date

C. Position of Grievant and/or Union: _____

Signature

Date

STEP 4

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Signature of Arbitrator

Date

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