

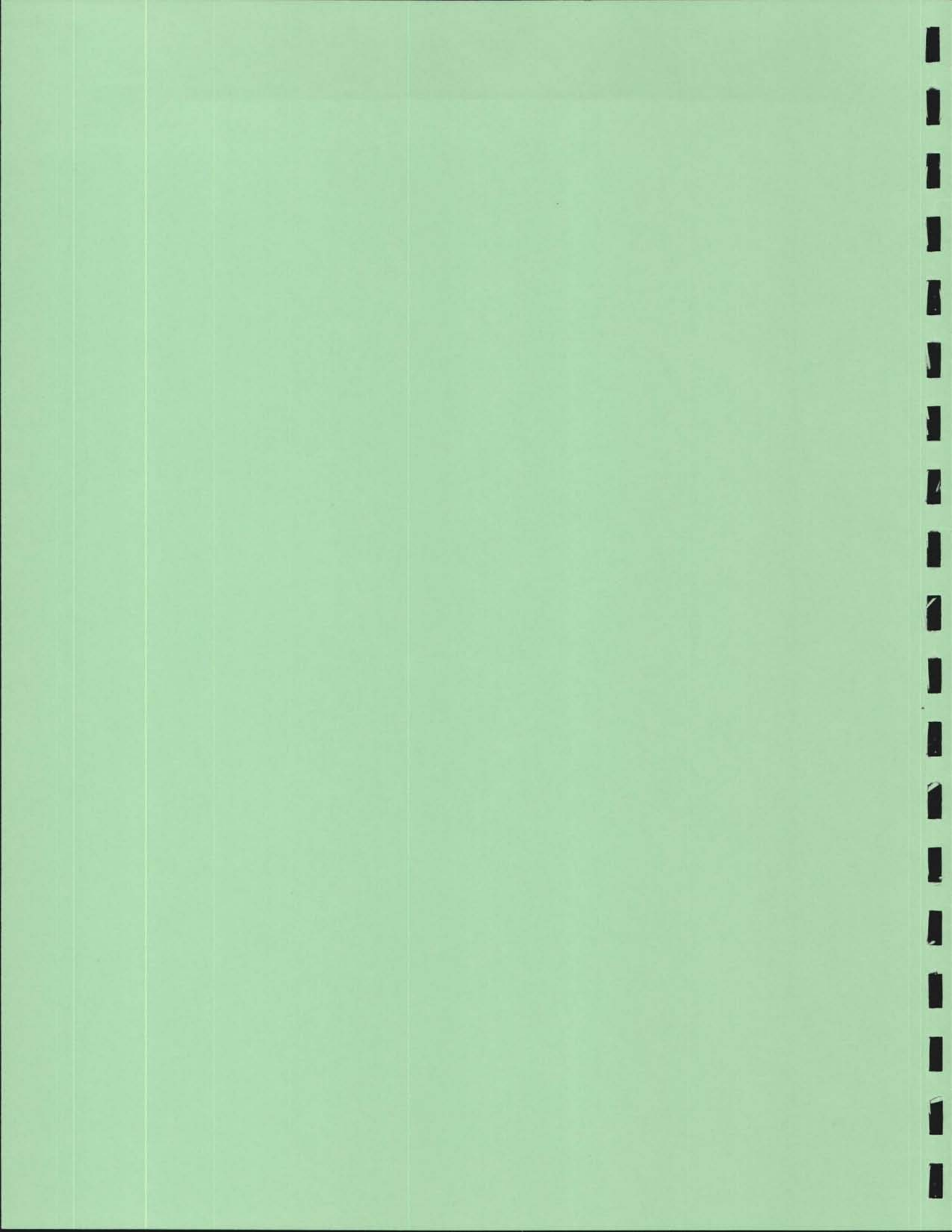
4082

6/30/2000

WARREN WOODS  
PUBLIC SCHOOLS

*Warren Woods Public Schools*

AGREEMENT  
BETWEEN  
WARREN WOODS  
BOARD OF EDUCATION  
AND  
LOCAL 214  
TEAMSTERS  
STATE, COUNTY  
AND MUNICIPAL WORKERS



LOCAL 214  
TEAMSTERS  
STATE, COUNTY AND MUNICIPAL WORKERS

AGREEMENT

WITH

THE BOARD OF EDUCATION  
WARREN WOODS PUBLIC SCHOOLS

EFFECTIVE

July 1, 1997 to June 30, 2000

## TABLE OF CONTENTS

		Page
<b>6.1</b>	<b><u>Recognition</u></b>	<b>1</b>
6.1.1	Preface	1
6.1.2	Recognition Clause	1
6.1.3	No Strike Provision	1
<b>6.2</b>	<b><u>Secretary Rights</u></b>	<b>2</b>
6.2.1	To Use Facilities	2
6.2.2	To Information	2
6.2.3	Agency Shop	2
6.2.4	Dues Deduction	2
6.2.5	Private Life	3
6.2.6	Non-Discrimination	3
6.2.7	Probation and Seniority	3
6.2.8	Safety	3
<b>6.3</b>	<b><u>Compensation</u></b>	<b>4</b>
6.3.1	Salary Schedule-Secretary	4
	Salary Schedule-Part Time Clerk	5
6.3.2	Substitute Pay	6
6.3.3	Seniority	6
6.3.4	Holidays	6
6.3.5	Longevity	6-7
6.3.6	Vacations	8-9
6.3.8	Outside Experience	9
6.3.9	Increment Dates	9
6.3.10	School Emergency Day	9
6.3.11	Pay Option	10
6.3.12	Personal Property Damage	10
<b>6.4</b>	<b><u>Hours of Work</u></b>	<b>11</b>
6.4.1	Hours Per Week	11
6.4.2	Lunch Period	11
6.4.3	Relief Time	11
6.4.4	Presence in Building	11

## TABLE OF CONTENTS

		Page
<b>6.5</b>	<b><u>Work Loads and Assignments</u></b>	12
6.5.1	Division of Labor	12
6.5.2	Job Description	12
6.5.3	Policy Distribution	12
6.5.4	Telephone Location	12
6.5.5	Parking Facilities	12
6.5.6	Pupil Discipline	12
6.5.7	Pupil Transportation	12
6.5.8	Travel Pay	12
<b>6.6</b>	<b><u>Evaluation, Vacancy, Transfer and Promotion</u></b>	13
6.6.1	Evaluation Report	13
6.6.2	Vacancy Posting	13
6.6.3	Application for Vacancy	14
6.6.4	Promotion	14
6.6.5	Reduction of Work Force	14-15
6.6.6	Promotion of Out of Unit	15
6.6.7	Recall	16
6.6.8	Promotion: Salary and Trial Period	16
6.6.9	Temporary Assignment	16
6.6.10	Classification	17-18
6.6.11	Job Sharing	19
<b>6.7</b>	<b><u>Discharge and Demotion</u></b>	20
6.7.1	Discipline for Cause	20
6.7.2	Grievable	20
<b>6.8</b>	<b><u>Resignation</u></b>	20
6.8.1	Resignation	20
6.8.2	Vacation Time Accrual	20
6.8.3	Retirement Benefits	20

**6.1 Recognition**

**6.1.1 Preface**

This agreement is entered into this 1st day of July, 1997 by and between the BOARD OF EDUCATION of the Warren Woods Public Schools, hereinafter called the "BOARD" and TEAMSTERS STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 214, hereinafter called the "UNION".

**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, and terms and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

**6.1.2 Recognition Clause**

The BOARD OF EDUCATION of Warren Woods Public Schools hereby recognizes the Teamsters State, County and Municipal Employees Local 214 as the exclusive bargaining representative as defined in Act 379, Public Acts of 1965, for all personnel engaged in secretarial and clerical work designated in salary schedule 6.3.1, including bookkeepers and payroll personnel, but excluding a secretary to the Superintendent, co-op students, and substitutes except for pay purposes only. All personnel represented by the UNION in the above defined unit shall, unless otherwise indicated, hereinafter be referred to as "secretaries", and reference to female shall include male personnel.

**6.1.3 No Strike Provision**

Recognizing the education of children as the basic reason for establishment and operation of the Warren Woods Public Schools, the Union shall not strike, as defined under Act 379 of the Michigan Public Acts of 1965, for the duration of this Agreement.

The Board shall not engage in a lockout for the duration of this Agreement.

## **6.2 Secretary Rights**

### **6.2.1 To Use Facilities**

The Union 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. No secretary shall be prevented from wearing the insignia, pins or other identification of membership in the Union either on or off the school premises. Reasonable use of bulletin boards and the inter-school mail shall be made available to the Union and its members for notices and news of Union business.

### **6.2.2 To Information**

The Board agrees to furnish to the Union in response to reasonable requests all requested available information concerning the financial resources of the district, secretary salaries, tentative budgetary requirements and allocations and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the secretaries, together with information which may be necessary for the Union to process any grievance or complaint.

### **6.2.3 Agency Shop**

Every secretary in the representative unit, as a condition of continued employment, must either join the Union or pay a service fee equal to the dues of the Union, or have signed a payroll deduction request for same, within sixty (60) days of ratification of this Agreement or of their date of hire, whichever is later. If at any time a secretary is over thirty (30) days in arrears in payment of dues or service Fee, the Board agrees to dismiss her and such dismissal will be deemed to be for just cause and not subject to the grievance procedure. The Board will be held harmless against any action resulting from such dismissal.

### **6.2.4 Dues Deduction**

Any secretary may sign a payroll authorization form for the deduction of dues from her regular salary for the local, state and/or national Union. Such deductions shall be made by the payroll department and remitted not less frequently than monthly to the Union. The Union agrees to make all reimbursements to secretaries for any amount of dues or fees deducted by the Board and paid to the Union by error in excess of the proper deduction and agrees to hold the Board harmless from any claims of excessive deductions.

**6.2.5 Private Life**

The private and personal life of any secretary is not within the concern of the Board except as it impinges upon her ability to do her job or upon the reputation of the district.

**6.2.6 Non-Discrimination**

The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied by both the Union and the Board without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization.

**6.2.7 Probation and Seniority**

New secretaries hired into the unit shall be considered as probationary employees for the first sixty (60) calendar days, excluding vacation and recess time. When a secretary completes the probationary period, she shall be entered on the seniority list using her first working date, after being hired, as her seniority date. The seniority list as presently constituted shall govern for individuals employed at present. If two or more secretaries begin work the same day their seniority will be determined by lot. The Union shall represent probationary employees for the purposes of collective bargaining with respect to salary, benefits, and conditions of employment except for discipline and discharge of the employee for other than Union activity.

**6.2.8 Safety**

The BOARD recognizes the importance of safe working conditions. To that end the BOARD agrees to establish a district-wide Safety Committee. Bargaining unit members shall be offered representation on the committee in proportion to their percentage of the total number of district employees.

The committee shall make recommendations to the Director of Maintenance and Operations.



**6.3 Compensation**

**6.3.1 Salary Schedule - Secretary**

**1. For the period of July 1, 1997 - June 30, 1998**

<u>Class</u>	<u>Start</u>	<u>Second Year</u>	<u>Third Year</u>	<u>Fourth Year</u>	<u>Fifth Year</u>	<u>Sixth Year</u>
1	11.73	12.66	13.52	14.45	15.41	16.22
2	11.43	12.30	13.11	13.97	14.77	15.63
3	11.21	11.88	12.66	13.41	14.09	14.85
4	10.85	11.54	12.30	12.99	13.65	14.39
5	10.60	11.25	11.91	12.54	13.17	13.94

**2. For the period of July 1, 1998 - June 30, 1999**

<u>Class</u>	<u>Start</u>	<u>Second Year</u>	<u>Third Year</u>	<u>Fourth Year</u>	<u>Fifth Year</u>	<u>Sixth Year</u>
1	12.02	12.98	13.86	14.81	15.80	16.62
2	11.72	12.61	13.44	14.32	15.14	16.02
3	11.49	12.18	12.98	13.75	14.44	15.22
4	11.12	11.83	12.61	13.31	13.99	14.75
5	10.87	11.53	12.21	12.85	13.50	14.29

**3. For the period of July 1, 1999 - June 30, 2000**

<u>Class</u>	<u>Start</u>	<u>Second Year</u>	<u>Third Year</u>	<u>Fourth Year</u>	<u>Fifth Year</u>	<u>Sixth Year</u>
1	12.26	13.24	14.14	15.11	16.12	16.95
2	11.95	12.86	13.71	14.61	15.44	16.34
3	11.72	12.42	13.24	14.03	14.73	15.52
4	11.34	12.07	12.86	13.58	14.27	15.05
5	11.09	11.76	12.45	13.11	13.77	14.58

**6.3.1 Salary Schedule - Part-time Clerk**

**1. For the period of July 1, 1997 - June 30, 1998**

<u>Start</u>	<u>Second Year</u>	<u>Third Year</u>
9.13	9.59	10.07

**2. For the period of July 1, 1998 - June 30, 1999**

<u>Start</u>	<u>Second Year</u>	<u>Third Year</u>
9.36	9.83	10.32

**3. For the period of July 1, 1999 - June 30, 2000**

<u>Start</u>	<u>Second Year</u>	<u>Third Year</u>
9.55	10.03	10.53

The part-time clerk will move to the next step on the salary schedule on the anniversary date of hire.

**6.3.2 Substitute Pay**

Substitute pay shall be the starting rate of a part-time Clerk except a person on layoff, if she chooses to substitute, will be paid the rate she was receiving at the time of layoff.

**6.3.3 Seniority**

A secretary shall enter this schedule carrying the seniority accrued at the time of adoption.

**6.3.4 Holidays**

The following days shall be paid holidays: Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Easter Monday, Memorial Day and Independence Day. When one of these days occur on Saturday, the Friday preceding shall be given unless school is in session in which instance one day will be given of compensatory time to be taken another day mutually acceptable to the individual and the immediate supervisor. When one of these days occur on a Sunday, the Monday following will be given. When Independence Day falls on either a Tuesday or a Thursday, the respective Monday or Friday will be given with pay provided school is not in session on that day. An additional holiday will be added to this section if during the life of this Agreement, another Warren Woods bargaining unit gains an additional holiday.

A secretary will be paid at her current rate per day for these days provided she works the last working day preceding the holiday and the first following the holiday. If her work year begins the day after Labor Day and she works that day, she will be paid for Labor Day. If her work year ends the work day before Independence Day and she works that day, she will be paid for Independence Day.

A secretary will be paid for a holiday if she does not work the above days because of having properly called in sick, is on vacation over the holiday, or having given proper notification and received prior approval from their administrator to use a business day.

**6.3.5 Longevity**

1. Longevity will be paid for all secretaries hired prior to May 10, 1995 according to the following schedule:

After ninety-six (96) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): twenty-five (.25) cents.

### 6.3.5 Longevity - Contd

After one-hundred Forty-Four (144) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): fifty (.50) cents.

After one-hundred ninety-two (192) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): seventy-five (.75) cents.

All secretaries who were employed by the district as of June 30, 1973 will be grandfathered at a longevity of one dollar (\$1.00) per hour after one-hundred ninety-two (192) months of service.

The above longevity pay will be computed and added to the base wage, and will be paid at the regular pay intervals beginning with the first pay period which falls at least two (2) weeks after the end of the 96th, 144th, or 192nd, month of service, whichever applies.

2. Longevity will be paid for all secretaries hired on or after May 10, 1995 according to the following schedule:

After one-hundred forty-four (144) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): twenty-five (.25) cents.

After one-hundred ninety-two (192) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): fifty (.50) cents.

After two-hundred forty (240) calendar months of service (including as a month the major fraction of a calendar month worked in a school year): seventy-five (.75) cents.

The above longevity pay will be computed and added to the base wage, and will be paid at the regular pay intervals beginning with the first pay period which falls at least two (2) weeks after the end of the 144th, 192nd, or 240th month of service, whichever applies.

### 6.3.6 Vacations

#### 1. Amount for all secretaries hired prior to May 10, 1995

YEARS	<u>12 Month DAYS</u>	<u>11 Month DAYS</u>	<u>10 Month DAYS</u>
1-5	10	9	8
6-8	15	14	13
9	16	15	14
10	17	16	15
11	18	17	16
12	19	18	17
13 or more	20 max.	18 max.	

#### Amount for all secretaries hired after May 10, 1995

<u>YEARS</u>	<u>12 Month DAYS</u>	<u>11 Month DAYS</u>	<u>10 Month DAYS</u>
1-5	10	4.5	3.5
6-8	15	7	6
9	16	7.5	6.5
10	17	8	7
11	18	8.5	7.5
12	19	9	8
13 or more	20 max.	9 max.	

No secretary who leaves the employ of the district within nine (9) calendar months of his/her date of hire shall be eligible for any vacation time, or payment in lieu of the vacation time.

For determining the employee's status in the above schedule, the time the employee works in a year constitutes a one year period on the schedule.

#### 2. Timing

- a. Vacations will be granted at such times during the year as are suitable, considering both the wishes of secretaries and efficient operation of the department concerned.
- b. Vacation time may be taken in segments of less than five (5) consecutive days. A less than twelve (12) month secretary may take up to ten (10) days. The timing shall be approved by each secretary's immediate supervisor to provide scheduling which does not drastically interfere with the department's operation.
- c. An entire's year's accumulation of vacation may be used in one period of consecutive days.

### **6.3.6 Vacations - Contd**

#### **3. Vacation Pay (12 Month Secretaries)**

- a. If a regular pay day falls during the secretary's vacation, s/he may, upon request, receive that check in advance of vacation.
- b. If a secretary who has worked at least nine (9) months for the district, is laid off, retires, or quits, s/he will receive payment for the vacation time accrued since the employees last vacation period (or date of hire) at employees current base rate of pay.

#### **4. Vacation Pay (Less Than 12 Month Secretaries)**

- a. Every secretary employed for less than twelve (12) months will be paid a sum equal to the number of dock days at Christmas recess no later than the first pay day in January, and will have the option to take time off with pay and the balance due at the year end in lieu of vacation time.
- b. The secretary may take the total amount of income earned from the vacation days for a year and add it to the base salary. This contract amount will be divided equally over 21 or 26 pay periods at the option of the employee.

### **6.3.8 Outside Experience**

Credit may be given, at the discretion of the Board for up to three (3) years of experience for experience which was comparable to the requirements of the position sought.

### **6.3.9 Increment Dates**

All increments will be added at the completion of each year of service.

### **6.3.10 School Emergency Day**

All employees are expected to report for work on all regularly scheduled work days, unless they are notified by administration not to report to work. When so notified, the employee will be paid for the day. If an employee cannot report for work they are to notify their administrator and will be allowed to charge the day to their accumulated banks. If employees are notified not to report for work as described in the 1st sentence, but administration does require some employees to work, then those employees reporting to work shall be paid for the day and shall be paid for all hours worked on that day at time and one-half their normal rate of pay.

### **6.3.11 Pay Option**

Secretaries shall have the option of receiving their pay in twenty-six (26) equal installments in the course of each year. Each person desiring to exercise the option must annually notify payroll, in writing, as the secretary begins employment for a school year (July 1 to June 30). The estimated total wage for that year will be divided by twenty-six (26) and beginning at the next pay date after starting work, the person will receive twenty-six (26) pay checks at two (2) week intervals. Once this option is exercised no change will be allowed except in an emergency and then with the approval of the Superintendent, except that the secretary who has exercised the option may, by notifying payroll in writing two (2) weeks before the close of her work year, receive her total remaining pay at her last pay day of that year.

### **6.3.12 Personal Property Damage**

The BOARD shall reimburse any employee up to One Hundred (\$100) dollars for the damage or destruction of clothing or personal property having a value of Five (\$5.00) dollars or more. Such damage must occur within a school building or be directly related with the execution of the employee's assigned responsibilities. Such damage or destruction must not be occasioned by carelessness or negligence on the part of the employee. The BOARD shall not pay for damage or destruction of an employee's personal property if said property is reimbursable under the provisions of some policy of insurance other than that naming the school district as assured. Automobile claims will only be considered and honored upon submission of an official written rejection of a claim by the employees insurance carrier.

The BOARD will not reimburse employees for loss or damage to attractive nuisances on automobiles such as ski racks, special hub caps and CB radios.

The BOARD will not be liable for any automobile damage if the auto is not covered by insurance for such damage.

An employee must file a claim for damaged or destroyed personal property in writing no later than the end of the work day such damage or destruction occurred. The written claims will include what was damaged, the amount of damage, how it was damaged, the location, the employee's activity at the time, names of parties involved, and any other pertinent facts which will help expedite the claim.

## **6.4 Hours of Work**

### **6.4.1 Hours per Week**

The hours of a normal work day shall be established by the Superintendent and shall not exceed eight (8) hours per day for any classification.

The work week shall not be less than thirty (30) hours per week for any classification; provided, however, that in any building where there is only one secretary assigned, the minimum hours per week will be thirty-five (35).

Time worked exceeding forty (40) hours per week or eight (8) hours per day, upon approval of the supervisor or his designee shall be paid at the rate of one and one-half (1-1/2) times the secretary's regular rate of pay, for all hours so worked. Time worked on a Saturday upon the approval of the supervisor or his designee shall be paid at the rate of one and one-half (1-1/2) times the secretary's regular rate of pay for all hours so worked.

Time worked on a Sunday upon the approval of the supervisor or his designee shall be paid at the rate of two (2) times the secretary's regular rate of pay for all hours so worked. Time worked on a holiday upon approval of the supervisor or his designee shall be paid at the rate of two (2) times the secretary's regular pay for that day.

The regular eight-hour day for Administrative Service Center secretaries shall be from 7:30 a.m. to 4:00 p.m. during the summer recess.

### **6.4.2 Lunch Period**

All secretaries shall be entitled to a duty-free uninterrupted lunch period. The length of the lunch period, and the time of day at which it is taken will be established by each office.

### **6.4.3 Relief Time**

Secretaries will be provided a fifteen (15) minute relief time in the morning and in the afternoon.

### **6.4.4 Presence in Building**

No secretary will be required to work in any building unless other personnel are also assigned to be present at the building and remain there.

If a fifty-two (52) week secretary cannot work a regularly scheduled workday due to lack of personnel in the building, then said employee shall be given the option of using a vacation day or a personal business day.



## **6.5 Work Loads and Assignments**

### **6.5.1 Division of Labor**

Equitable subdivision of an office work load and assignment of special tasks in an office on equitable basis will occur to the extent possible. No secretary shall be assigned beyond her competency or work which is excessive or overburdening except temporarily for a good cause.

### **6.5.2 Job Description**

A written job description and work load assignment shall be given to each secretary in order to facilitate her performance of her duties.

### **6.5.3 Policy Distribution**

A written copy of Board Policies for clerical personnel shall be given to each secretary to facilitate the performance of her duties.

### **6.5.4 Telephone Location**

When a part of the job description involves the consistent use of the telephone, instruments will be located in reasonable proximity to her post.

### **6.5.5 Parking Facilities**

Adequate parking facilities shall be made available to secretaries.

### **6.5.6 Pupil Discipline**

Clerical personnel will not administer disciplinary action to pupils when referred to the office for disciplinary action.

### **6.5.7 Pupil Transportation**

No secretary shall be responsible for transporting children to and from school.

### **6.5.8 Travel Pay**

Recompense of expenses incurred in intra-school travel shall be made to secretaries required to make regular and frequent trips between schools or to other addresses on school business, as approved by the Superintendent, by submitting actual mileage figures and be recompensed at the rate of 24 cents per mile (to be adjusted to produce uniformity system-wide if necessary).

## **6.6 Evaluation, Vacancy, Transfer and Promotion**

### **6.6.1 Evaluation Report**

Newly employed secretaries must have a written evaluation of their work performance by their immediate supervisor within one year following employment.

All secretaries will be evaluated at least once every three (3) years. The written evaluation will be given to the employee and they may choose to write an attachment to clarify any difference of perception in the evaluation.

If areas of serious concern are noted in the evaluation, a plan of improvement will be written and shared with the employee. The employee will be given a reasonable time to correct these areas.

No secretary shall evaluate or type the evaluation of another secretary. A secretary will acknowledge receipt of an evaluation by signing and dating a disclaimer clause at the bottom of the evaluation.

A memo of understanding will be written to form a joint committee composed of secretaries and administrators to develop a new evaluation document by December 1, 1997.

### **6.6.2 Vacancy Posting**

Whenever a new position is created or any vacancy in any secretarial or clerical position in the district shall occur, the BOARD shall publicize the same by giving written notice of such vacancy to the UNION and providing for appropriate posting in every school building during the school year. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least seven (7) calendar days.

In the period between school closing in June and reopening in September, the BOARD shall publicize vacancies by: 1) posting as above in all buildings in which secretaries are working, 2) giving written notice to the UNION, and 3) mailing an announcement to every secretary not then employed who has, before leaving employment in June, filed with the personnel office written notice of her interest in receiving announcement together with an address to which the announcement should be mailed. All postings will also be mailed to any secretary on the layoff list. No vacancy shall be filled during this time except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) calendar days.

Vacancies created by a person on leave of absence shall not be posted unless the said leave shall be for at least forty-five (45) working days. (See 6.9.6.2.d page 24)

### **6.6.3 Application for Vacancy**

Any secretary may apply for such vacancy. In filling such vacancy, the BOARD agrees to give equal weight to judgments concerning each applicant's 1) merit (factors such as, but not limited to, background, punctuality, stamina, efficiency, adeptness, etc.), 2) skills, 3) compatibility and 4) seniority.

Seniority, for purposes of this contract, shall mean the latest period of continuous employment in the district.

The BOARD declares its support of a policy of promotion from within its own secretarial staff, including promotion to supervisory and executive levels.

In the event a secretary applies for a vacancy and is not given the assignment, the BOARD agrees to provide the secretary, upon request, the reason or reasons for such refusal in writing.

### **6.6.4 Promotion**

Insofar as practicable, all vacancies will be filled by promotional opportunities.

### **6.6.5 Reduction of Work Force**

1. The BOARD agrees to make every reasonable effort to maintain the number of jobs within the unit. By June 1, the BOARD will notify the UNION of the intended positions planned for the next school year, indicating location, weeks of work and hours per day for each position. Any secretary who is laid off shall be notified at least two (2) weeks in advance, in writing, by the BOARD.
2. When a position of a more senior secretary is discontinued, said employee shall use her total school district seniority to bump any person with less total school district seniority in her classification or in a lower classification, or accept layoff.
3. A secretary who is bumped in this process shall, in turn use her total school district seniority to bump any person with less total school district seniority in her classification or in a lower classification, or accept layoff. Any secretary who is bumped into a lower classification shall later have the right of reverting, with qualification, so long as the prevailing concept of seniority is continued. This right to revert does not apply once the opportunity to revert is not accepted.

#### 6.6.5 Reduction of Work Force - Contd

4. It is agreed to by both the BOARD and the UNION that it is more effective to implement the concepts in paragraph 2 and 3 above in a general meeting. Therefore, the annual meeting to determine assignments shall continue whenever there are anticipated reductions.

A secretary may volunteer for layoff provided that the following are understood as condition of the layoff:

- a. The duration of the layoff could be any period of time from a week to a year.
  - b. The secretary on voluntary layoff may exercise qualification and seniority to bid on any posted positions.
  - c. The secretary on voluntary layoff may choose not to accept a recall as long as there are other laid off secretaries qualified for recall. If there are none, or none accept, then the secretary on voluntary layoff must accept the recall or resign.
  - d. In the event that the voluntary layoff lasts all year, then the secretary shall be reassigned to her former position at the next annual assignment meeting; however, if that assignment no longer exists, then she shall exercise seniority to select an assignment.
  - e. The BOARD would not agree to Unemployment Compensation Benefits for a voluntary layoff.
5. The BOARD shall assign and utilize laidoff secretaries as substitutes. These substitutes will not necessarily be assigned on a seniority or classification basis; however, effort will be made to equalize work opportunities between the laidoff secretaries who are available for work.

#### 6.6.6 Promotion Out of Unit

Any secretary who is promoted, after 9/1/97, to confidential secretary or a supervisory or executive position and shall later return to a status within the Union shall **not** accrue seniority while working outside of the unit for Warren Woods Public Schools.

If a layoff occurs, the position of promotion is eliminated, or the individual chooses to leave the confidential/supervisory/executive position, then the individual can return to the bargaining unit by bumping the least senior person in his/her classification or lower.

#### **6.6.7 Recall**

Once consideration for seniority is satisfied through the posting of vacancies as prescribed in 6.6.2, Vacancy Posting, then laidoff secretaries shall be given proper recall. When a position remains open in the same classification or in a lower classification as the one from which a secretary had been laidoff, then she will be offered that position. Such positions will be offered in seniority order in the event of more than one secretary being on layoff. The seniority ranking and date of any secretary shall not be affected by the layoff.

Notice of recall will be sent to a secretary at her last known address by registered or certified mail. If the secretary fails to accept, in writing, within fifteen (15) days from the date of mailing of the recall notice, she shall be considered a quit. The BOARD agrees to keep any secretary on the layoff list for a period of two (2) years from the effective date of layoff.

Whenever a position is posted under the conditions of 6.6.2, Vacancy Posting, such posting shall be mailed to each secretary on layoff to her last known address by first class mail. Any secretary on layoff may apply for any posted position under the procedure as outlined in Section 6.6.3, Application for Vacancy.

#### **6.6.8 Promotion: Salary and Trial Period**

If a vacancy is filled by a bargaining unit member, he/she will serve a trial period of 30 working days. The secretary may elect to revert to his/her former position any time before the completion of his/her trial period. The secretary may be reverted to his/her former position during or prior to the conclusion of their trial period. If a secretary is reverted to his/her former position, he/she will not be reverted before he/she has worked at least fifteen (15) days. The employer will, upon request, put in writing the reasons for his/her being reverted. Such reverting by the employer shall be for just cause.

#### **6.6.9 Temporary Assignment**

The BOARD agrees to make every reasonable effort to utilize a substitute whenever the immediate supervisor determines that the work load requires a substitute.

**6.6.10 Classification**

1. All positions will be classified as follows:

<u>Class</u>	<u>Assignment</u>
1	Ass't Superintendent Bookkeeper Payroll Transp/Operations & Maintenance
2	Insurance/Athletics & Internal Funds Personnel Sr. High Principal
3	Ass't. Sr. High Principal/Athletics Accounts Payable/Internal Fund Budget/Accounts Receivable Cafeteria Central Library/EML Central Office Community Education Elementary Principal Enterprise High Secretary Middle School Counseling Middle School Principal Middle School Ass't. Principal Personnel/Pupil Accounting Special Education Vocational Education Special Needs Sr. High Attendance Sr. High Library/Technology Sr. High Counseling
4	Printing
5	

## 6.6.10 Classification - Contd

### 2. Part Time Clerk

The District may have ten (10) part-time clerks to assist current secretaries with no more than three (3) assigned to any one (1) building. Postings for these positions shall include; identification of the position, building/department, number of hours per day, weeks per year, and if less than school year, posting will be noted accordingly. It is understood that this Agreement shall not effect the District's right to hire (at the beginning of the school year) co-op students to perform work in these same areas. These part-time employees shall:

- a) Work forty-five (45) or fewer hours per pay period;
  - b) Have seniority within classification;
  - c) Layoff and recall to be in reverse seniority order;
  - d) Pay Union dues in accordance with Article 6.2.3 of the applicable Union contract;
  - e) Be subject to the following Articles in the Union contract: 6.2.3 Agency Shop, 6.2.4 Dues Deduction, 6.2.5 Private Life, 6.2.6 Non-Discrimination, 6.3.12 Personal Property Damage, 6.4.4 Presence in Building, 6.5.5 Parking Facilities, 6.5.6 Pupil Discipline, 6.5.7 Pupil Transportation, 6.5.8 Travel Pay, 6.9.1 Leave Allowance, 6.9.5 Minor Injury;
  - f) Have access to the contractual grievance procedure for alleged violation of the contract provisions referenced above and/or the terms of this Agreement, but only up through Level Three of said procedure; the Superintendent's decision at Level Three shall be final and binding upon all parties, and no grievance filed by and binding upon all parties, and no grievance filed by or on behalf of a part-time employee shall be submitted to arbitration;
  - g) Not be subject to any contract provisions not specifically referenced above, and accordingly shall not receive any fringe benefits.
3. If an employee or the Union feels that the classification of a particular secretarial position needs to be changed, a request to do this must be submitted to the personnel director. The personnel director will review the request/s and make a recommendation. If the Union or the affected employee is not satisfied, the personnel director will convene a meeting of two Union members and two administrators before June 1, to review any appeal that may be made and make a report to administrators. The final decision will be made by the administration.

**6.6.11 Job Sharing**

Job sharing is a concept gaining more acceptance in education. The BOARD and the UNION agree that the sharing of assignments will be done under the conditions listed below. These bargaining unit members agree to these conditions by their signatures.

1. Two secretaries agreeing to share a position will submit a written request for job sharing to the Personnel Director. A job may be shared by semester or by days, and is a full year commitment by the secretaries involved. For 52 week secretaries a job share can only begin on January 1 or July 1 of a given year while for less than 52 week secretaries a job can only begin at the start of the secretaries work year or beginning of a semester.
2. The two secretaries, the supervisor involved, the Personnel Director and the Union recognize the importance of compatibility in a successful partnership.
3. Prior to approval, the supervisor and the secretaries will have worked out the arrangements for division of duties and other responsibilities.
4. Hourly rate will be at the appropriate step for each secretary as listed in the Master Agreement.
5. The BOARD will pay no more than the cost of one (1) benefit plan for one assignment.
6. The sharing secretaries understand that the Michigan Teacher Retirement Board grants partial-year credit for less than full-time work.
7. Each of the sharing secretaries shall be granted full district seniority credit during this assignment.
8. It is agreed that the secretaries participating in the job share will be allowed to apply for all posting that will be for positions to be filled in the year following the job share or after the duration of the job share.

By their signatures the following secretaries indicate an understanding and acceptance of the above listed conditions as they enter into a sharing of the \_\_\_\_\_ assignment for the \_\_\_\_\_ fiscal year.

\_\_\_\_\_  
Personnel Administrator                      Date                      Secretary                      Date

\_\_\_\_\_  
Teamster Business Agent                      Date                      Secretary                      Date



## **6.7 Discharge and Demotion**

### **6.7.1 Discipline for Cause**

Discharge or demotion of any secretary shall be made only for reasonable and just cause.

### **6.7.2 Grievable**

In the event any secretary shall be suspended or discharged from employment and believes she had been unjustly dealt with, such suspension or discharge will constitute a case to be handled in accordance with the grievance procedure.

## **6.8 Resignation**

### **6.8.1 Resignation**

Any secretary desiring to resign shall file a written resignation with the Superintendent at least ten (10) days prior to the effective date. Failure to do so will cancel paragraph 6.8.2.

### **6.8.2 Vacation Time Accrual**

Any secretary who discontinues her service under the provisions of paragraph 6.8.1 does not forfeit her right to earned vacation time, except if she has been employed for less than nine (9) months.

### **6.8.3 Retirement Benefits**

1. The BOARD shall pay to the Michigan Public Schools Employees Retirement Fund the percentage of gross wage of each secretary for retirement purposes that is required by law.
2. Upon retirement, death, or severance of employment due to illness, the school district shall pay \$100.00 per year for each year of service up to 30 years of service (a year of service is defined as the period of time assigned a secretary for a school fiscal year - July 1 to June 30 -whether the time be 10, 11 or 12 months, although anniversary of the date of hire will be used to calculate the years of service accumulated) provided a secretary completes the following:
  - a. Works for the district a minimum of ten (10) years.
  - b. Be eligible for benefits under Michigan School Employees' Retirement Fund; or after having worked ten (10) years for the school district should the secretary be employed by the district at the time of her death, her estate shall be eligible for such retirement pay; or should a secretary sever her employment due to illness and is deemed unable to work by a qualified physician after having worked ten (10) years for the school district, she shall be eligible for such retirement pay.

## 6.9 Leaves

### 6.9.1 Leave Allowance

One (1) day per month (or major fraction thereof) of employment, accumulating without limit, shall be allowed each secretary for leave. The leave may be used as follows:

1. Personal illness
2. Up to five (5) days per year for illness in the immediate family (parents, children, spouse, sister, brother, individual living in the home, parents-in-law, grandchild, grandparents, brother-in-law, sister-in-law).
3. Up to four (4) days for business per year, taken in no less than two (2) hour units and preceded by twenty-four (24) hour notice except in case of emergency.

This leave, up to the full amount for the current fiscal year, plus prior accumulations, shall be available to the secretary at the beginning of her work year or the beginning of employment.

4. Part-time clerks will be allowed three (3) days per year, accumulating without limit, which may be used for personal illness, illness in immediate family (as defined in 6.9.1.2) or up to two (2) of the days may be used for personal business per year with at least 24 hours notice except in an emergency.

Should a secretary cease to be employed because of resignation, discharge, suspension, layoff or leave and has used more days than the total of prior accumulation plus the monthly allowance to date of cessation, the excess days used will be deducted from the last pay check due the secretary.

Any secretary using less than one-half of her annual leave allowance in that fiscal year will receive a bonus of three (3) days credit to her accumulation of leave days.

Any secretary who resigns or retires shall receive a sum equal to her accumulated leave days time fifteen dollars (\$15). This sum shall also be paid to the beneficiary of any secretary who dies while an active employee of the Warren Woods Public Schools. Any secretary on layoff who is to be removed from the active layoff list shall receive a sum equal to the above listed formula.

### **6.9.2 Sick Leave Bank**

A sick leave bank will be established with contributions from the BOARD and the UNION as follows:

Each secretary shall contribute one (1) day to the sick bank ledger for the 1980-81 year. The BOARD shall contribute an equal amount.

Each secretary shall contribute (1) day to the sick bank ledger for the 1981-82 year. The BOARD shall contribute an equal amount.

The BOARD shall contribute annually thereafter enough days to maintain a ledger balance of two hundred (200) days as of July 1.

A secretary must exhaust all but five (5) days of her personal sick leave accumulation and be absent at least twenty (20) consecutive days before she can request sick bank usage. The request may ask for use up to but no more than twenty-five (25) sick bank days. The request should be submitted to either the personnel director or the chief steward and must be accompanied by the attending physicians written confirmation of the illness/disability and estimated time off work.

### **6.9.3 Funeral Leave**

Up to three (3) days will be allowed for a funeral leave for death in the immediate family (as defined in 6.9.1, Paragraph 2).

### **6.9.4 Contagious Disease**

A secretary absent from work because of mumps, scarlet fever, measles, pink eye or chicken pox shall be allowed five (5) days absence with pay and benefits without reduction of leave allowances.

### **6.9.5 Minor Injury**

A secretary who is injured on duty, and who, with the agreement of her superior, incurs a loss of work time because of the injury shall not suffer a loss of pay or a loss of a sick day for the time lost on the day of the injury.

## 6.9.6 Leave of Absence

### 1. Reason for Leave

Applications for leave of absence without pay or benefits will be considered by the BOARD for the following reasons:

- a. Education Study: If, as decided by the Board of Education at the time of granting the leave, the leave will sufficiently increase the secretary's value to the district in her position, regular salary increment will be given.
- b. Illness or injury: When a secretary exhausts the leave allowance, including accumulated days, she will be automatically placed in the category of leave of absence, for illness or injury. Her return from sick leave must be preceded by a notice in writing at least two weeks before the day she intends to return to work unless at the onset of the leave, notice can be given of a return within the two-week period.
- c. Personal Leave: Personal leave for reasons other than specifically provided elsewhere in this Agreement will be considered upon written application by the secretary.
- d. Holiday leave may be granted by the BOARD without pay during Christmas - New Year's week or during spring vacation at Easter, provided such leave will not unduly impair the job function.
- e. Members of the bargaining unit are qualified to participate in the Family & Medical Leave Act of 1993.

### 2. Conditions of Leave

- a. All accrued fringe benefits and seniority will be retained during the leave. The time of the leave shall be without loss of seniority and without pay.
- b. A leave for illness or disability will have hospitalization and life insurance protection continued for the duration of the illness or disability for up to but no more than one (1) year. Other insurances will be dropped the first of the month following the beginning of the leave. Insurances will be resumed on the first of the month following return from leave.
- c. The Board may approve a personal leave for up to one year. During the leave no seniority shall accrue and upon completion of the leave the employee must return to their previous position or shall be considered to be resigned from employment.

#### 6.9.6 Leave of Absence - Contd

- d. Vacancies created by a person on a disability leave shall not be posted unless the said leave shall be for at least forty-five (45) working days. Such vacancy will then be posted as a temporary vacancy for up to one school year.

During an authorized leave of one calendar year or less, an employee's position will be regarded as frozen, exempt from transfers and postings. Upon return from an authorized leave of one calendar year or less an employee shall return to their former position. If she/he returns after one year, she/he will be placed in a vacancy or the least senior, most comparable (in hours, benefits and classification) position. She/he may also choose any position below that point on the seniority list or a voluntary layoff.

- e. The BOARD shall have these options for filling a vacancy of less than forty-five (45) work days:
  - 1) Transfer a secretary into the vacancy with mutual consent.
  - 2) Promoting a secretary into the vacancy with mutual consent.
  - 3) Filling the vacancy with a substitute.
  - 4) Sub-contract the work or pay higher than the substitute rate.
- f. Applications will be in writing and will indicate the reasons for the leave, and the beginning and ending dates of the leave requested. Requests for leave, or extension of leave must be submitted at least two (2) weeks before the leave will begin or have to be extended, except in cases of emergency.
- g. A leave or an extension of a leave shall be for no less than two (2) weeks and no more than for one (1) year.

#### 6.9.7 Worker's Compensation

- A. Any secretary who is absent because of an injury, illness or disease compensable under the Michigan Worker's Compensation Act will follow these guidelines to receive payment while absent:
  - 1. Once an employee is eligible to receive Worker's Compensation checks, the check will be mailed directly to the school district, instead of going to the employee. This is to satisfy the IRS requirement so that MIP contributions can be tax-deferred.

**6.9.7 Worker's Compensation - Contd**

2. The employee will then receive two checks from the district. One for the exact amount of the weekly Worker's Compensation check (there can be no taxes charged on Worker's Compensation benefits and no MIP contributions taken out). The employee will receive a second check, as long as they have accumulated sick days, for the difference needed to equal the regular pay amount. The MIP contribution will be taken out of the second check. Sick leave would be deducted at a proportional rate until such time as all of the employee's accumulated sick leave has been exhausted, at which time, if eligible, application can be made to the sick leave bank. Remuneration will be made from the sick bank in the same manner as outlined above. The accumulated sick days and the sick bank shall be charged only for that portion in excess of the compensation payment. If the employee uses up all their sick days, they will then be responsible for their own MIP contributions.
  3. If the employee chooses not to use accumulated sick days while on Worker's Compensation, they must notify the district of their intent. If the employee does not use sick days, they will then be responsible for their own MIP contribution.
- B. Income protection under the Michigan Worker's Compensation Act will not commence until the employee is off duty for seven (7) consecutive calendar days. Up until that time, sick leave days will be deducted. If an employee is off for fourteen (14) consecutive days as the result of the alleged injury or sickness, all deducted sick leave days would be deducted at a proportional rate until such time as all of the employee's accumulated sick leave has been exhausted. The accumulated sick days shall be charged only for that portion in excess of the compensation payment.
  - C. Employees will lose no time or pay and will not be charged any sick leave for any required visits or return visits to the employer's medical clinic or employee's treating physician.
  - D. Any secretary who is entitled to Worker's Compensation and does not have a sufficient number of accumulated sick leave days to prevent loss of regular wages may begin to draw from the sick bank earlier than the normal time limit requirement. However, the employee must use all accumulated sick days before they are eligible for the described early usage of the sick bank.

### 6.9.8 Jury Duty

Any secretary who serves on Jury duty will receive his/her regular pay; he/she will turn into the Business Office any remuneration he/she receives from the court for jury service. Absence with pay not chargeable against any allowance shall be granted when a secretary is subpoenaed as a witness.

### 6.10 Insurances

The BOARD shall provide these insurance protection plans for each secretary and his/her eligible dependents, provided that he/she registers for said coverage.

Each of these insurances shall apply to seniority secretaries.

#### 6.10.1 Life Insurance

1. The BOARD shall provide group life insurance protection in the amount of \$25,000 that will be paid to the secretary's designated beneficiary. The insurance will pay double the specified amount in the event of accidental death and will pay specific benefits as designated in the policy for dismemberment.
2. Life Insurance for dependents in an amount not exceeding one-half (1/2) of the secretary's benefit shall be available at the secretary's expense. Optional additional life insurance in the amount of \$12,500 for dependents may be purchased at the secretary's own expense.
3. The BOARD shall provide term life insurance in the amount of \$4,000 that will be paid to the secretary's designated beneficiary. This coverage shall be for those secretaries who retired and qualify for retirement benefits under the Michigan Public School Employees Retirement System. An additional \$4,000 of AD & D insurance is also provided for each secretary.

#### 6.10.2 Hospitalization

For secretaries hired before July 1, 1987, the Board will pay the cost of the 1997/98 - 1999/2000 Blue Cross/Blue Shield Preferred Provider option. The caps become the maximum amount that the Board will pay for hospitalization.

Routine Mammogram Rider added.

	Caps <u>1997/98</u>	Caps <u>1998/99</u>	Caps <u>1999/00</u>
For single person coverage	\$350	\$350	\$350
For two-person coverage	\$585	\$600	\$612
For full family coverage	\$684	\$701	\$715

#### **6.10.2 Hospitalization - Contd**

Secretaries hired after July 1, 1987 will be allowed \$350 per month for hospitalization. Any cost in excess of this amount per month will be deducted through payroll deduction if a plan is selected by the employee.

If the rate for the plan, or any other plan chosen by the employee, exceeds the amount that the Board will pay, the employee may have the additional cost deducted through payroll deduction. Available to the employee are: Blue Cross/Blue Shield Preferred Provider, Health Alliance Plan or other plans that may become available. An employee may select one of the plans based upon meeting the minimum enrollment eligibility requirements of the carrier.

If the employee chooses a plan that costs the same, or less than the above amount, the Board will pay for hospitalization; however, the employee will not be reimbursed for any difference for a plan that costs less.

Secretaries who choose not to take any hospitalization plan will receive \$1,000 per year paid in two (2) lump sums of \$500 payable in December and June.

#### **6.10.3 Long-Term Disability Insurance**

The BOARD will pay the premium for an insurance policy which will provide payment of two-thirds (2/3's) of a secretary's monthly salary if she is off work because of accident, injury or illness, provided the secretary normally works thirty (30) hours or more per week, with payment to begin after sixty (60) days and continuing as required to age 65. This coverage shall apply to all seniority secretaries.

#### **6.10.4 Dental Insurance**

The BOARD will pay the premium for a dental insurance for each secretary and her eligible dependents. This coverage shall include:

- Class I 75% benefit paid for:
1. Basic Services, including x-ray
  2. Preventative Services
  3. Restorative
  4. Oral Surgery
  5. Endodontic
  6. Periodontic

Class I benefit also includes an incentive increment plan; the benefit paid for will be 80% the first succeeding benefit year and 10% more each benefit year thereafter not to exceed 100% benefits paid. However, this incentive plan is applicable provided that the covered individual visits a dentist for examination



#### **6.10.4 Dental Insurance - Contd**

and diagnosis at least once during the preceding benefit year, and all basic services which were recommended by the dentist as a result of the first of such visits were completed during the benefit year.

Class II        80% benefit paid for Prosthodontic services.

Class III       80% benefit paid for Orthodontic services to age 19, lifetime maximum \$1200.

With \$1,000 maximum per year per person.

#### **6.10.5 Optical Insurance**

The BOARD will pay the premium for optical insurance protection for each secretary and his/her eligible dependents. The plan will be the Vision Care Program offered by Blue Cross-Blue Shield of Michigan. The limit on annual premium for this protection shall be \$3,500.

The plan will provide for exam, lens, and frames every year.

#### **6.10.6 Annuity**

Commencing July 1, 1985, the BOARD shall contribute the sum of twenty dollars (\$20) monthly toward a tax-sheltered annuity for each secretary. Such contribution shall be made at the end of each month in which each member worked a simple majority of the work days (BOARD paid sick time included, LTD not included). The contribution shall also be made in July and August for those members who worked through the last work date in June. The UNION'S representative will select the single group carrier for this benefit. This tax sheltered annuity will belong to each secretary who signs up.

#### **6.10.7 TB Test**

The BOARD will pay the fee for the TB test which is required for each employee every three years.

#### **6.11 Continuing Education**

##### **6.11.1 Conferences**

All secretaries are eligible to attend meetings and conferences at the expense of the BOARD without loss of pay, benefits or allowance days. Requests will be received and acted upon by the Superintendent.

### **6.11.2 In-Service**

The Board of Education will absorb the cost of training an individual for a new program instituted by the BOARD, and will consider the payment of expenses a secretary may incur in upgrading skills cited in the secretarial job description.

## **6.12 Secretary Discipline**

### **6.12.1 Discipline**

Constructive criticism shall be utilized to attempt to correct the deficiency before disciplinary action is taken. No secretary shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. All disciplinary action shall be in private. Any discipline, reprimand, or reduction in rank, compensation or advantage asserted by the BOARD or any agent or representative thereof shall be subject to the grievance procedure hereinafter set forth.

### **6.12.2 Personnel File**

Each secretary shall have the right upon request to review the contents of her own personnel file in regard to evaluation reports and anecdotal records except pre-employment evaluations. A representative of the Union may accompany the secretary in this review. Each secretary will be notified upon the inclusion of any evaluation reports or anecdotal records in her own personnel file.

## **6.13 Grievance**

A "Grievance" shall mean a complaint by a secretary in the bargaining unit or a group of secretaries, based upon an event, conditions, or circumstances under which a secretary works, allegedly caused by misinterpretation or inequitable application of established policy, or that she or they have been treated unfairly or in a manner inconsistent with the provisions of this agreement or any subsequent agreement entered into pursuant to this Agreement.

An "Aggrieved Person" is the person or persons making the claim, or the Unions' Representative filing the grievance.

A "Party in Interest" is the person or persons making the claim and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

The term "Days" when used in this section shall, except where otherwise indicated, mean working days.

**6.13 Grievance - Contd**

The term "Days" shall mean calendar days if the grievance is filed on or after May 15. The time limits shall be reduced in order to affect a solution to the end of the school year or as soon thereafter as is practicable.

Any party in interest may be represented at all meetings and all hearings at all steps and stages of the grievance and/or arbitration procedure by another secretary or by the Union. Provided, however: That the party in interest may in no event be represented by an officer, agent or other representative of any Secretarial Organization other than the Teamsters State, County and Municipal Employees, Local 214.

Nothing contained herein shall be construed to prevent any individual Secretary from presenting a grievance and having the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment. The Board further agrees to provide immediately to the Union a copy of all such grievances lodged and the decision rendered relative to such grievance, together with the supporting reasons for the decision.

The acceptance of a decision rendered shall constitute a waiver of any future appeal concerning the particular grievance. Provided, that new information or evidence is obtained which was not previously known to the Secretary but which influenced the disposition of the grievance. Such new information in evidence shall constitute grounds to reopen the grievance procedure. Provided further, that failure to honor a decision mutually reached shall constitute grounds for reopening the grievance at the next level.

If in the judgement of the Union a grievance affects a group of Secretaries, the Union may process the grievance through all levels of the grievance in writing to the Superintendent directly and the processing of such a grievance shall be commenced at level Three. The Union may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so.

Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit shall permit the Union to proceed to the next step of the procedure.

**6.13 Grievance - Contd**

Failure to appeal a decision within a specified time limit shall be deemed an acceptance of the decision.

Failure to file a grievance within five (5) days of the event of the time a secretary would logically become aware of the grievance shall bar the filing of the grievance.

It shall be the general practice of all parties in interest to process grievance procedures during such time as to not interfere with regular assigned duties. Provided, however: In the event it is deemed necessary or it is requested as a matter of convenience by the Board's representative to hold proceedings during the regular working hours, a Secretary engaged during the school day in negotiating in her own behalf or in the behalf of the Union with any representative of the Board, or participating in any grievance procedure, including arbitration, shall be released from regular duties without loss of salary or any other leave.

It is important that grievances be processed as rapidly as possible. The number of days at each level should be considered as maximum and every effort should be made to expedite and process, provided, however: Time limits may be extended when mutually agreed upon in writing.

Only documents, communications, and records dealing with the processing of a grievance filed by an individual may be filed in the personnel files of the individual.

**LEVEL ONE:** The secretary with a grievance shall first discuss the matter with her immediate supervisor or principal, either directly or through Union Representative, with the object of resolving the matter informally.

**LEVEL TWO:** In the event that the secretary is not satisfied with the disposition of her grievance at Level One, she shall file the grievance in writing to the Supervisor and the Union. If the Union decides to support the grievance, the Union will meet with the Supervisor within five (5) days in an attempt to solve the problem. The Supervisor shall issue a written decision within five (5) days of the meeting. Copies shall be provided the aggrieved person and the Union. If it is decided that the decision is unsatisfactory, the grievance shall be referred in writing to the Superintendent or his designee.

## 6.13 Grievance - Contd

**LEVEL THREE:** Within five (5) school days after receipt of the written grievance by the Superintendent of Schools or his designee, he and/or his representative shall meet with the Union to consider the problem and to resolve it.

**LEVEL FOUR:** In the event the grievance is not settled in Step 3, the Union shall have thirty (30) days in which to submit the same to binding arbitration in accordance with the procedure set forth below or the Teamsters Local 214 Grievance Panel for its review. Notice of its intent to proceed to the Grievance Panel must be submitted to the employer in writing. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have thirty (30) days after the Panel's decision to submit the matter to arbitration in accordance with this procedure set forth below. If the grievance is not so submitted within thirty (30) days, it will be considered closed on the basis of the last disposition.

### Arbitration Procedures:

If the parties cannot agree as to the arbitrator, they shall turn to the Federal Mediation and Conciliation Service and act in accordance with American Arbitration Association rules, which shall likewise govern the arbitration proceedings. Neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, or any rule, order or regulation of the Board. Both parties agree to be bound by the award of the arbitrator and further agree that the decision of the arbitrator is final and no further action will be taken. Each side will bear the full cost for its side of the arbitration. Each shall share equally the general cost of arbitration. Each shall share equally the general cost of arbitration, including the fee of the arbitrator. In the event a grievance is upheld and/or modified as a result of arbitration or settlement, no claim for back pay or other benefits based thereon shall exceed the pay and other benefits to which the grievant would have been entitled except for the grievance disposition.

**6.14 Stewards**

**6.14.1 Stewards**

There shall be a Chief Steward, Steward and alternate Steward elected by the Union. The Union shall within two (2) weeks of the date of signing of this Agreement provide the Board in writing a list of this Agreement provide the Board in writing a list of these Union's representatives, employed by the Board, who are authorized to make commitments for the Union. The Union shall notify the Board in writing of any changes of their representatives during the term of this Agreement.

**6.14.2 Function with Grievances**

The Stewards, during their working hours may investigate grievances and present grievance to the Board for up to one (1) hour per day without loss of time or pay. Additional time may be granted by the Superintendent or his delegate. The time taken for this function must not be periods which impair the efficiency of the Steward's job function or that of the aggrieved. The Steward must notify his/her immediate supervisor that he/she will be absent on business before leaving his/her post.

**6.14.3 Function with Special Conference**

Special conference will be held at the request of either party. Such meetings shall be between the Stewards, non-employee representatives of the Union, and representatives of the Board.

Arrangements for Special Conferences shall be made in advance and an agenda of matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Special Conferences shall be confined to those matters included in the agenda and shall be scheduled within ten (10) working days after the request is made. A written summary of the meeting will be prepared and approved by both parties.

The Stewards shall be allowed up to one (1) hour each during their working hours without loss of pay for time spent in special conferences, unless in the judgment of the administration additional time can be allowed without penalty.

The Union representatives may meet, upon written notification, at a place designated by the employer, on the employer's property for not more than half (1/2) hour preceding the special conference.

**6.15 Contract Continuation**

**6.15.1 Maintenance of Benefits**

The employer agrees that all conditions of employment relating to general working conditions and benefits will be maintained at not less than the highest minimum standard in effect at the time of the signing of this Agreement if such conditions are within the reasonable control of the employer.

**6.15.2 Savings Clause**

Should any part hereof of any provision herein contained be rendered or declared invalid by reason of existing or subsequent enacted legislation, or by decree of a court of competent jurisdiction, the remainder of this agreement shall not be affected, and such part or portion of this agreement which is invalidated as aforesaid shall be subject to immediate negotiation.

**DURATION OF AGREEMENT**

1. This agreement shall be in full force and effect from July 1, 1997 to and including June 30, 2000 and shall be automatically renewed in full force and effect through June 30 of each succeeding year thereafter unless written notice of desire to cancel or terminate the agreement on a June 30 date is served by either party upon the other at least ninety (90) days prior to the date of expiration. Such notice of cancellation or termination may be served within the ninety (90) day period prior to the date of expiration in which case the date of expiration shall then become the ninety-first (91st) day following such notice.
2. It is further provided that when the intent of the parties is to continue the agreement, but also to negotiate changes or amendments to this agreement, this agreement shall be automatically renewed in full force and effect through June 30 of each succeeding year unless written notice of a desire to amend the contract is served by either party upon the other within ninety (90) days of the date of expiration.

For  
Teamsters State, County, &  
Municipal Employees Local 214

By *Thomas C. Rasch*  
Thomas Rasch  
Business Agent

For  
Warren Woods Public Schools  
Board of Education

By *William J. Farina*  
William J. Farina  
President

By *Gail P. Reed*  
Gail P. Reed  
Chief Steward

By *Jere Green*  
Jere Green  
Secretary

Date 10-14-97

Date 10-13-97





# TEAMSTERS LOCAL 214

STATE, COUNTY & MUNICIPAL WORKERS

*Affiliated with International Brotherhood of Teamsters*

JOSEPH VALENTI  
*President*

JAMES MARKLEY  
*Secretary/Treasurer*

PRINCIPAL OFFICE  
2825 Trumbull Avenue  
Detroit, MI 48216-1290  
313 962-7729  
313 962-7891 Fax

MUSKEGON OFFICE  
616 728-8544

TRAVERSE CITY OFFICE  
616 941-0303

GRAND TRAVERSE OFFICE  
616 938-5926

KALAMAZOO OFFICE  
616 383-2570

LANSING OFFICE  
517 272-9421

## LETTER OF UNDERSTANDING

between

**WARREN WOODS PUBLIC SCHOOLS**  
- and -  
**TEAMSTERS LOCAL 214**

A joint committee of Administrators and Secretaries will be formed to develop a new secretarial evaluation document and procedure by December 1, 1997.

**WARREN WOODS  
PUBLIC SCHOOLS**

**TEAMSTERS LOCAL 214**

*Russell Maroney*  
\_\_\_\_\_

*Alvin C. Post*  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: 9/25/97

Dated: 9/25/97

## INDEX

SUBJECT	SECTION
Agency Shop	6.2.3
Annuity	6.10.6
Classification	6.6.10
Conferences	6.11.1
Contagious Disease	6.9.4
Continuing Education	6.11
Dental Insurance	6.10.4
Discharge and Demotion	6.7
Discharge and Demotion Grievable	6.7.2
Discipline	6.12.1
Discipline for Cause	6.7.1
District Information	6.2.2
Division of Labor	6.5.1
Dues Deduction	6.2.4
Evaluation Report	6.6.1
Facilities	6.2.1
Funeral Leave	6.9.3
Grievance	6.13
Grievances Function	6.14.2
Holidays	6.3.4
Hospitalization	6.10.2
Hours Per Week	6.4.1
Increment Dates	6.3.9
In-Service	6.11.2
Insurances	6.10
Job Description	6.5.2
Job Sharing	6.6.11
Jury Duty	6.9.8
Leave Allowance	6.9.1
Leave of Absence	6.9.6
Life Insurance	6.10.1
Long-Term Disability	6.10.3
Longevity	6.3.5
Lunch Period	6.4.2

## INDEX

SUBJECT	SECTION
Maintenance of Benefits	6.15.1
Minor Injury	6.9.5
No Strike Provision	6.1.3
Non-Discrimination	6.2.6
Optical Insurance	6.10.5
Outside Experience	6.3.8
Parking Facilities	6.5.5
Pay Option	6.3.11
Personnel File	6.12.2
Personal Property Damage	6.3.12
Policy Distribution	6.5.3
Preface of Agreement	6.1.1
Presence in Building	6.4.4
Private Life	6.2.5
Pupil Discipline	6.5.6
Pupil Transportation	6.5.7
Probation and Seniority	6.2.7
Promotion Out of Unit	6.6.6
Promotion: Salary & Trial Period	6.6.8
Recognition Clause	6.1.2
Recall	6.6.7
Reduction of Work Force	6.6.5
Relief Time	6.4.3
Resignation	6.8.1
Retirement Benefits	6.8.3
Safety	6.2.8
Salary Schedule	6.3.1
Salary Schedule*-Part-Time Clerk	6.3.1
Saving Clause	6.15.2
School Emergency Day	6.3.10
Seniority	6.3.3
Sick Leave Bank	6.9.2
Stewards	6.14.1
Substitute Pay	6.3.2

## INDEX

SUBJECT	SECTION
TB Test	6.10.7
Telephone Location	6.5.4
Temporary Assignment	6.6.9
Travel Pay	6.5.8
Union Conference	6.14.3
Vacancy Application	6.6.3
Vacancy Posting	6.6.2
Vacations	6.3.6
Vacation Time Accrual	6.8.2
Worker's Compensation	6.9.7
Work Load Assignments	6.5

