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AGREEMENT

Board of Education
Dearborn Heights School District No. 7

And

District No. 7 Administrative
Staff Secretaries Association

July 1, 1999 – June 30, 2002

Dearborn Heights School District

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DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7

ADMINISTRATIVE STAFF SECRETARIES ASSOCIATION

AGREEMENT

This Agreement is entered into by and between the Board of Education of Dearborn Heights School District No. 7 and the Administrative Staff Secretaries Association, hereinafter called the "Association." This Agreement is effective from July 1, 1999 through June 30, 2002.

ARTICLE I

RECOGNITION

Section 1

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all employees of the Employer included in the bargaining unit described in the salary schedule.

Section 2

The Association agrees that in the event of litigation against the Employer, its agents or employees arising out of this provision, the Association will defend, indemnify and hold harmless, the Employer, its agents or employees for any monetary award arising out of such litigation.

ARTICLE II

RIGHTS OF THE BOARD

Section 1

The Association recognizes that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States, including, but without limiting, the generality of the foregoing. The Board of Education has the right to the executive management and administrative control of the school system and its properties and facilities.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and express terms of the Agreement.

Section 2

Notwithstanding any provision of this Agreement, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans with Disabilities Act (ADA) and other similar state or federal legislation.

ARTICLE III

SECRETARIES' RIGHTS

Section 1

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in or association with the activities of the Association.

Section 2

The Board specifically recognizes the rights of its Administrative Secretaries to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, costs to be borne for such public agency legal assistance by the respective parties, and all other costs equally shared, exclusive of legal judgements.

Section 3

The Association shall have the right to use school facilities on the same basis as other community organizations or groups. The Association may request the use of buildings through proper channels established by the Board of Education.

ARTICLE IV

WORK LOADS AND ASSIGNMENTS

Section 1

Secretaries shall work during the hours of 7:30 a.m. to 4:00 p.m. during the time school is in session. The Business Office Secretary will work one hour at home and then work from 7:30 a.m. to 3:00 p.m. During the summer months, when school is not in session, all secretaries will work from 7:30 a.m. to 3:30 p.m.

Section 2

Secretaries working less than 52 weeks a year will have salary, vacation and sick days prorated accordingly.

Section 3

Adequate lunch, parking and telephone facilities shall be made available to secretaries.

Section 4

All secretaries shall be entitled to a duty-free lunch period of 60 minutes and one fifteen minute relief time during the workday.

ARTICLE V

RESIGNATION AND RETIREMENT

Section 1

Any secretary desiring to resign shall file a resignation form with the Board at least 15 working days prior to the effective date.

Section 2

Upon retirement or resignation, unused vacation and/or sick days shall be reimbursed at the current rate of pay. Days earned in the current year shall be prorated.

Section 3

Upon the death of a secretary, regardless of years of service, one-half of accumulated leave days shall be

paid to the beneficiary or estate, or as prescribed by the probate court, at the secretary's current rate of salary.

Section 4

Sick days, longevity and vacation will be prorated in cases of failure to complete the contract year for any reason (retirement, leave of absence, resignation or death).

ARTICLE VI

SENIORITY

Section 1

In this Agreement, seniority refers to seniority within this Association only.

Section 2

Seniority and qualifications shall prevail in the lay-off and rehiring of employees. In reducing the working force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off; provided that the particular work done by the employee and the length of service of said employee shall be considered to be determining factors. In returning to work, the last employee laid off shall be the first employee rehired. Prior to such action, the Association shall be contacted and consulted. If a secretary resigns from the District and later is rehired all previous seniority is lost.

Section 3

An employee will be given a three week written notice of lay-off. Notice of recall shall be sent to the employee by certified mail, return receipt requested. If an employee fails to report for work within seven (7) working days of the mailing date, he/she shall be considered to have resigned. Employees will be subject to recall for a two year period of time.

Section 4

The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of all the secretaries. The Board agrees to post all classified vacancies or positions for a period of three (3) working days.

Section 5

In the event an employee desires to transfer to another position within the bargaining unit, he/she will make a written transfer request to the Employer. The Employer will carefully consider the employee's seniority, previously proven qualifications and ability, before the hiring of any new employees for the position. If any such transfer is granted, a probationary period of sixty (60) working days will be required as per Article VI, Section 6. If the employee is unsuccessful in the new assignment, he/she will be returned to the position from which he/she was transferred.

Section 6

All employees hired by the Employer shall be considered probationary employees for a period of sixty (60) working days, from and after their respective hiring date. During the probationary period, the Employer may, without recourse to the grievance or arbitration procedures contained in the Agreement, discharge or discipline any such probationary employee. Days absent shall not count toward the sixty (60) day probationary period. Probationary period may be extended thirty (30) days if mutually agreed upon.

Section 7

In the event an employee desires to apply for a position outside the Association, he/she will submit a written request to the Employer. If the request is granted, the transfer of the employee shall be a permanent one and a probationary period will be served as prescribed by the applicable union contract. Seniority in the Administrative Secretaries Association will be frozen and will not increase while the employee is working in another bargaining unit. The employee will not have bumping rights for returning to the Administrative Secretaries Association, but may apply for any posted vacancies. If approved to return to the Administrative Secretaries Association, seniority will begin to accrue from the point where it was previously frozen.

ARTICLE VII

PHYSICAL, DRUG & CRIMINAL CHECK

Section 1

To complete the employment process, a candidate must successfully pass a physical exam, drug test, and criminal background check. These procedures will be at the expense of the employer.

ARTICLE VIII

STRIKE CLAUSE

Section 1

The Association will not engage in or encourage strike action. The Administrative Staff Secretaries Association shall make every attempt to work when requested by the Administration in the event of a work stoppage by another bargaining unit.

ARTICLE IX

GRIEVANCE PROCEDURES

Section 1

The term "grievance" shall be interpreted to mean a violation of this Agreement: that there has been a deviation from or the misinterpretation of or misapplication of a policy of this Agreement.

Section 2

Grievance must be taken up promptly, and no grievance will be considered or discussed which is not presented in writing within fifteen (15) working days after such has happened, unless circumstances make it impossible for the secretary or Association to have knowledge of the act.

Section 3

Should any grievance arise, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

- Step 1 - It is expressly understood and agreed that no secretary or group of secretaries shall initiate the grievance procedure until the alleged grievance is discussed informally with the immediate supervisor without intervention of the Association.
- Step 2 - The aggrieved secretary and his/her Association representative shall formally present the grievance to his/her immediate supervisor.
- Step 3 - A conference will be held between the Association Representative and the Superintendent of Schools or his/her designee. This conference is to take place within five (5) working days after formal presentation of the grievance.
- Step 4 - In the event the grievance cannot be settled in Step 3, it may be referred to the State Labor Mediation Board within twenty (20) working days.
- Step 5 - If no agreement is reached or either party is dissatisfied with the result, either party may seek legal redress.

ARTICLE X

LEAVE OF ABSENCE

Section 1

Any secretary whose personal illness extends beyond the period compensated under Article XIV shall be granted a

leave of absence not to exceed one year without pay. Medical insurance benefits will continue to be paid for up to a maximum of six (6) months by the Employer for leaves due to verifiable illness. Seniority will be accrued for a maximum of (1) year for sick leave only.

An employee returning from a leave of absence of one (1) year or less shall return to the same position he/she had prior to the leave if it still exists.

An employee returning from a leave of absence of more than one (1) year duration shall be placed in an open position for which he/she is qualified. If there is no open position, the employee with the lowest seniority shall be laid off to make room for the returning employee, as specified in Article VI, Section 2.

An employee returning from a leave of absence shall notify the Superintendent of such fact no later than thirty (30) calendar days prior to the expiration of that leave. Failure to supply such a notice to the Superintendent shall be deemed evidence of the employee's intention not to return to the employ of Dearborn Heights School District No. 7 and therefore, relieves the Board of Education of further obligation for re-employment.

ARTICLE XI

INSURANCE & FRINGE BENEFITS

Section 1 – Health Insurance

- a) New employees hired into the bargaining unit will be entitled to apply for hospitalization coverage, medical and dental, after they have completed their probation period.
- b) The Employer will provide each full-time employee with one of the following insurance packages:

Plan A – For employees needing health insurance

- (1) Life Insurance - \$25,000 Negotiated Term Life with AD & D
- (2) Health, dental, and vision insurance, as defined in the Teachers' Agreement

Plan B – Excludes medical coverage

- (1) Insurance coverage provided:
 - Life - \$25,000 Negotiated Term Life with AD & D
 - Dental – 80/80/50; \$1,000
 - Vision – VSP-3
- (2) To be eligible for Plan B, an employee must provide the employer with proof of medical insurance coverage.
- (3) Plan B must be elected by the employee at the beginning of each insurance enrollment period and continue for twelve months except as detailed in Item #6 below.
- (4) The employee to receive a stipend of \$125 per month in lieu of the medical insurance coverage defined in Plan A ($\$125 \times 12 = \$1,500$). The stipend to be paid on a monthly basis.
- (5) Subject to the terms of the insurer, a Plan B participant may convert to Plan A if a change in insurance needs results from: marriage/divorce; birth or adoption of a child; death of the employee's spouse; a change in the employment status of the spouse; a significant change in health coverage attributable to the spouse's employment; or other as deemed acceptable by the employer.

The participant will not receive a stipend for the month in which the change in insurance coverage takes effect.

- (6) A participant in Plan B who converts to Plan A must retain Plan A coverage until the following insurance enrollment period.
- a) The employee shall report changes in family status to the Personnel Office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
 - d) The health care protection is to be provided to employee's immediate family and other single eligible dependents as defined by the United States Internal Revenue Service.
 - e) If required by law or the insurance carrier, employees may be required to submit an affidavit certifying that they are not covered under any other employer-sponsored group health insurance program before health insurance will be implemented by the Board.
 - f) Employees shall have benefits terminated on the last day of the month following termination of employment.
 - g) An open enrollment period shall be provided annually.

Section 2 – Life Insurance

- a) Upon submission of a written application, the Board shall provide, without cost, to all full-time employees term life insurance protection in the amount of \$25,000 that shall be paid to the bargaining unit member's designated beneficiary.
- b) Employees who have Board-provided term life insurance, as provided through the health insurance plan, have a 30-day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within 30 days of their last day of employment.

Section 3 – Managed Sick Leave Program

The Board shall provide to all bargaining unit employees a "Managed Sick Leave Program" with benefits beginning at the end of the employee's sick days at a rate of 70% of contractual salary continuing to the end of the contract year. Benefits shall continue beyond the contract year at a rate of 60% of the employee's regular rate of pay for the period of disability, but never beyond the age of sixty-five (65).

The Board shall provide the above program during the length of this contract and within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policyholder.

ARTICLE XII

WORKERS' COMPENSATION

Section 1

Any secretary who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law may receive from the Board the difference between the allowance under the Workers' Compensation Law and her regular salary for a maximum period of one year by prorating unused sick days. All Workers' Compensation checks are to be submitted for a photostat copy.

Section 2

In the event of illness or accident, fringe benefits will be paid by the employer for one (1) year.

ARTICLE XIII

HOLIDAY PAY

Section 1

Regular full-time employees shall be paid for eight (8) hours pay at the straight time daily rate for the following holidays: Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, and all weekdays occurring between Christmas Day and New Year's Eve.

Section 2

When a holiday falls on a weekend during the school year, a secretary will receive a day off in lieu of the holiday at the mutual agreement of the Employer and the Association.

Section 3

If any work is performed on the above named holidays, the employee shall be paid double time the regular rate for hours worked in addition to the eight (8) hours of gratuity holiday pay.

Section 4

In the event a named holiday falls within the employee's vacation period, he/she shall be granted a day in lieu of that holiday.

Section 5

In order to qualify for eight (8) hours of straight time pay for a holiday not worked, the employee must work the scheduled work day before or after the holiday, except in proven cases of illness or unless the absence is mutually agreed to.

ARTICLE XIV

SICK LEAVE DAYS

Section 1

In order to be eligible for vacation and sick leave time, an employee must work a minimum of eleven (11) days per month. Days taken for vacation, holidays and sick leave time count as days worked.

Section 2

At the beginning of each contract year, each bargaining unit employee shall be credited with sick days as defined in Section 3, below. Four days of sick leave time may be used for personal business.

Section 3

- a) Each bargaining unit member will receive fourteen (14) sick leave days at the beginning of the 1999-2000 school year.
- b) The number of sick leave days each bargaining unit member will receive for the 2000-2001 contract year will be determined by the employee's use of sick days during the 1999-2000 contract year as detailed below:

1999-2000 Available	1999-2000 Used	2000-2001 Available
14	0-8	14
	9	13
	10	12
	11	11
	12	10
	13	9

- c) In the contract year 2001-2002 and beyond, a bargaining unit member who does not exceed his/her available sick days within a contract year will receive fourteen sick days for the following contract year. A bargaining unit member who exceeds his/her available sick days within a contract year will receive eight sick days for the following year.
- d) An employee may appeal to the employer to reinstate deducted sick days subject to the conditions stated below. The appeal process pertains only to the number of sick days that will be granted to the employee in the subsequent year.
 - (1) The time in question is three or more consecutive days of work.
 - (2) The employee has exhausted his/her sick leave days prior to the appeal.
 - (3) A medical doctor documents the reason for absence. The documentation must include the date of the injury/illness; diagnosis; and a date for the return to work.
 - (4) The decision of the employer will be final and not grievable.
- e) The use of sick days is restricted to their intended purpose. The use of sick days for any other purpose will warrant disciplinary measures up to and including termination.

Section 4

A bargaining unit member who is absent more than five consecutive working days shall secure a certificate from a medical doctor stating the: date of the illness/injury; diagnosis; and a date for the return to work.

Section 5

To qualify as a sick day, the employee who must be absent from work will notify the Substitute Caller in a timely manner.

ARTICLE XV

DEATH IN FAMILY

Section 1

For regular scheduled working days lost due to a death in an employee's immediate family, an allowance of five (5) days will be given at the employee's regular rate of pay to attend funeral services for the following family members: mother, father, mother-in-law, father-in-law, wife, husband, natural children, adopted children, and step-children. Three (3) days shall be granted to attend funeral services for grandmother, grandfather, brother and sisters. If additional days are required to attend the funeral, it is permissible to deduct these days from the personal leave days, upon approval. Proof of death may be required prior to disbursement of bereavement days.

ARTICLE XVI

VACATIONS

Section 1

Vacation days will be mutually agreed upon by the employee and the employer.

Section 2

The vacation schedule is as follows:

1 - 4 years	10 days
5 - 9 years	15 days
10 + years	20 days

Newly employed secretaries shall have their vacation schedule prorated the first year. Vacation days will be taken after June 30th of the year in which it was earned.

Section 3

If an employee becomes ill and is under the care of a licensed physician during her vacation, she will be permitted to reschedule her vacation and days of illness will be deducted from her sick leave days. In the event her incapacity continues through the year, she will be awarded payment in lieu of earned vacation.

Section 4

A secretary will be compensated for unused vacation days in the following manner:

- a) A maximum of five unused vacation days may be carried over to the succeeding year and/or
- b) The employee may elect to be compensated to a maximum of ten days at his/her current rate of pay.

ARTICLE XVII

COMPENSATION

Section 1

The salaries of secretaries covered by this Agreement are set forth in Article XVIII that is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during this agreement.

Section 2

The rates of pay shown in Article XVIII are based on full-time employment in the specified positions. Any permanent Administrative Secretary working less than full time shall have his/her salary prorated.

Section 3

For all hours worked in excess of forty per week, the secretary may elect to be compensated as follows:

- a) Monday – Friday Time and One-Half
 Saturday Time and One-Half
 Sunday Double Time
 OR
- b) One hour of comp time will be earned for each hour worked.

Section 4

Any Administrative Secretary, when attending any meeting or conference at the request of the Employer or for the purpose of presenting legitimate grievances, will not lose any salary compensation if the meeting is called and agreed to by the Employer representative for a period during the Secretary's regular working hours.

Section 5

The President of the Association may be released from regular duties without loss of salary at least one day each semester for the purpose of participating in area or regional professional meetings.

Section 6

- a) Secretaries shall become eligible for longevity benefits as it indicated in the following schedule.

At the beginning of 8 years of service = \$250.00
 At the beginning of 13 years of service = \$350.00
 At the beginning of 18 years of service = \$450.00

All longevity payments will be made in June after the entitled year has been reached.

- b) Leaves of absence for which no pay is granted shall not be counted in arriving at longevity.
- c) Except for the first year of service, secretaries working a portion of the secretary's defined work year shall have their longevity prorated.

- d) The amount of longevity benefits will be paid upon severance. In case of death, the earned amount will be paid to the beneficiary. If a secretary has been found guilty of a criminal act involving the school district, this article shall not apply.

Section 7

Anyone employed during this contract period who resigns, retires, or is laid off shall be entitled to receive retroactive pay when said contract is settled for days worked during said contract period.

ARTICLE XVIII

SALARY SCHEDULE

	2.5%	2.5%	3.0%
<u>Step</u>	<u>1999-00</u>	<u>2000-2001</u>	<u>2001-2002</u>
1	13.17	13.50	13.91
2	14.07	14.42	14.85
3	14.97	15.34	15.80

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1999 and continue in effect until the 30th day of June, 2002.

Administrative Staff Secretaries

Board of Education

BY: Leslie S. Davis
President

BY: Randy J. Murphy
President

BY: Deborah L. Walker
Negotiator

BY: Ken J. Foster
Secretary

December 14, 1999
Date

Date