

1088

6/30/91

AGREEMENT

between

CRESTWOOD SCHOOL DISTRICT

and the

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

COUNCIL #25, LOCAL 1882

AFL-CIO

CRESTWOOD SCHOOL DISTRICT CHAPTER

1988 - 1991

Crestwood School District

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PREAMBLE

This Agreement, entered into on this 28th day of November, 1988 between the Crestwood School District (hereinafter referred to as the "Employer", and Local 1882, affiliated with Council #25, chartered by the American Federation of State, County, and Municipal Employees (hereinafter referred to as the "Union").

ARTICLE I

RECOGNITION

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

ARTICLE II

RIGHTS OF THE EMPLOYER

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

1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
2. Continue its rights of assignment and direction of work of all of its personnel; determine the reasonable hours of work and starting times and scheduling of all foregoing; the right to establish, modify or change any work or business hours or days.
3. Direct the working forces, including the right to hire, promote, suspend, and discharge employees; transfer employees; assign work or extra duties to employees within their respective classifications, determine the size of the work force and to lay off employees.
4. Determine the type of services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation; the means, methods, and processes of carrying on the work.
5. Determine the number and location or relocation of its facilities, including the establishment or relocations of new school, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
6. Determine the placement of operations, production, service, maintenance, or distribution of work, and the source of materials and supplies.
7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
8. Determine the size of management organization, its functions, authority, amount of supervision and organization structure.
9. Determine the policy affecting the selection, testing or training of new employees, providing that such selection shall be based upon lawful criteria.

Article II - Rights of the Employer (Continued)

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

ARTICLE III

UNION SECURITY AND DUES CHECK OFF

A. Agency Shop

1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time, shall be required as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues uniformly charged for membership in the Union.
2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues uniformly required for membership in the Union commencing sixty-one (61) working days after the effective date of this Agreement.
3. Probationary employees and employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues uniformly required for membership in the Union commencing the sixty-first (61st) working day following the beginning of their employment or reemployment in the unit.
4. Employees shall be deemed to be in good standing within the meaning of this article if they are not more than sixty (60) calendar days in arrears in the payment of membership dues or service fees.
5. The Union Chapter Chairman and the Union Local President shall notify the Employer by certified mail of violations of this section and the Employer shall discharge the employee within the next sixty (60) calendar days. The affected employee shall receive from the Union a copy of said notification

B. Dues and Initiation Fee Check-off

1. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required and as provided for in a written authorization voluntarily executed by the employee in accordance with the standard form used by the Union. The written authorization for Union dues and initiation fees deducted shall remain in full force and effect during the period of this Agreement and may be revoked only by written notice given the Employer during the period sixty (60) calendar days immediately prior to expiration of this Agreement

Article III - Union Security & Dues Check-off (Continued)

2. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Local Union. Each employee and the Union hereby authorize the Employer to reply upon the Union's authorization form and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and initiation fees.
3. The Employer shall have no responsibility for collection of any assessments or deductions other than those specifically set forth herein and voluntarily authorized by the employee as established by his having affixed his signature to the Union's authorization card for check-off.

C. Service Fee Check-off

1. The Employer agrees to deduct from the wages of any employee, who is not a member of the Union, the Union service fee as provided for in a written authorization, voluntarily executed by the employee in accordance with the standard form used by the Union. The written authorization for service fee deduction shall remain in full force and effect during the period of this Agreement and may be revoked only by written notice given the Employer during the period sixty (60) calendar days immediately prior to expiration of this Agreement.
2. The amount and appropriateness of such representation fee will be determined by the procedures set forth in Paragraph B above.

D. Remittance of Dues and Fees

1. When Deductions Begin

Check-off deductions under all properly executed Authorization for Check-off and Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter. Payroll deductions for union dues will be made provided authorization is given in writing and to the payroll clerk, prior to completion of the first payroll of the month in which the deductions are to commence. If the aforementioned payroll has been completed, payroll deductions shall commence the following month.

Article III - Union Security & Dues Check-off (continued)

2. Deductions for any calendar month shall be remitted to a designated financial officer of the Union with a list from whom dues have been deducted within seven (7) days from the deduction day of the month or as soon as possible thereafter.
3. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

E. Save Harmless

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

ARTICLE IV
EFFECT OF AGREEMENT

Section A

The Employer and the Union mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. Any amendment of this Agreement shall require ratification and signature by both parties.

Section B

Should any article, section or clause of this Agreement be declared invalid by either a court of competent jurisdiction or by existing or subsequently enacted legislation, such article, section or clause, as the case may be, shall automatically be deleted from this Agreement to the extent required by law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement.

Section C

The Union and their officers, agents and members agree that for the duration of this Agreement there shall be no strike, sit downs, slowdowns, stoppages of work, or any other acts which would interfere with the orderly operation of the District, that it will not otherwise approve or permit continuance of any of these acts, and that it will take affirmative action to prevent or stop such acts.

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

Section D

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

ARTICLE V

RIGHTS OF THE UNION

- A. Upon reasonable and written request the Union may have access to that public information necessary and pertinent to the purpose of collective bargaining in the manner and format prescribed by law.

- B. The Union may use school facilities subject to the Employers policies, rules and regulations related thereto.

- C. The Employer agrees, however, that prior to taking action on any work rules and personnel policies, established by it related to hours, wages, and working conditions of the employees, it shall give the Union reasonable notice of any proposed rules or policy. Such notification shall be given to afford the Union the opportunity to consult with the Employer as to the same before it takes action thereon. The parties agree that emergency situations may arise where prior notification and consultation are not possible.

ARTICLE VI

REPRESENTATION

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

Any alleged abuse will be grounds for disciplinary action and/or the discontinuation of the above mentioned privilege by said individual.

- D. If the steward is required to go into another building other than his own in the handling of a grievance, the principal at both buildings (or all buildings involved) must be notified and permission must be received by the steward. Permission may be granted by the building principals, provided there is no interference with or interruption of normal work, school operations, or assigned duties. It is the responsibility of the above mentioned steward to report to the building principals before engaging in any conference with an employee. If in the opinion of the principal or the immediate supervisor of the union member, such union activities interfere with or interrupt normal work, school operations, or assigned duties, such union activities must be discontinued immediately.

Article VI - Representation (Continued)

- E. Except as set forth above, no steward or any other employee shall be granted time off for the purpose of handling Union matters, affairs, or grievances unless specific permission has been granted by the supervisor or principal. Violation of this provision may result in the employer taking disciplinary action against such steward.
- F. The Employer agrees to meet in special meetings through its representative with the Union representatives, which may, at the Union's option, include Council and/or International Representatives of the Union to consider concerns which are not properly a matter for negotiations or the grievance procedure. Meetings between the parties will be scheduled at a mutually agreeable time.
- G. Neither the Union nor any of the officers nor any steward nor any other representative or employees shall advise or direct employees to disregard the instructions of supervisors.

ARTICLE VII

WORK SCHEDULE

- A. The regular work day for all full-time, twelve (12) month employees shall consist of seven and one-half (7-1/2) hours per day, thirty-seven and one half (37-1/2) hours per week.
- B. The regular work day for employees working less than twelve (12) months per year shall be seven and one-fourth (7-1/4) hours per day, or thirty-six and one fourth (36-1/4) hours per week.
- C. The number of days to be worked before and/or after the regular school calendar for ten (10) month employees shall be as determined by the superintendent or someone designated by him. Pay shall be calculated for only those hours actually worked.
- D. All secretaries shall be entitled to a duty free lunch period.
- E. Pay for authorized overtime over forty (40) hours per week shall be computed at time and one-half. Authorized overtime shall be defined as time worked in excess of the forty (40) hour week when requested by the employee's immediate supervisor. Double time - the employee's hourly rate will be paid for all work performance on Sundays and holidays.
- F. Under normal circumstances all secretaries shall be entitled to a fifteen (15) minute relief period in the morning and in the afternoon.
- G. Secretaries working 12 months may in consultation with their immediate supervisor elect a shorter lunch period during summer months in order to reduce the length of their day.
- H. When schools are closed to students and teachers due to cancellation of a scheduled student instruction day, employees scheduled to work on that day shall not be required to report. Employees shall be paid for the cancelled work day, unless the work day is rescheduled to be worked on another day which is in addition to the originally scheduled work days of the employee's work year. In such cases the employee will not receive pay for the cancelled work day, but will be paid for the rescheduled work day when it is worked.

ARTICLE VIII

WORK LOADS AND CONDITIONS

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

ARTICLE IX

SENIORITY

- A. Seniority shall be granted to all bargaining unit members that have successfully completed their probationary period. The probationary period shall extend for sixty (60) days worked from date of most recent hire. Upon completion of the probationary period, employees shall be placed on the seniority list according to their date of most recent hire (i.e., employees with the most recent date of hire shall rank lowest for purposes of seniority).
- B. A seniority list shall be maintained by the District and a copy shall be given to the Union.
- C. Employees employed by Employer pursuant to annexation of another school district shall be merged into the seniority list according to their dates of most recent hire with the annexed school district. Their seniority shall be effective for all purposes under this agreement, provided that in no case shall the Employer employ an employee on lay-off from the annexed school district at the date of the annexation and thereby displace an employee of the Crestwood School District who was actively employed on the date of annexation by operation of seniority. Prior to recall of any employees on layoff at the date of annexation the Employer may employ persons who were actively employed by the annexed school district on the date of annexation in positions which are available at the date of annexation.

ARTICLE X

REDUCTION OF STAFF

It is hereby specifically recognized and agreed that it is within the sole discretion of the Employer to reduce his work force and lay off employees. In case of lay off the Union and the laid off employee(s) will be notified in writing forty-five (45) calendar days prior to the anticipated lay off and further, the Union will be furnished with a list of employees to e laid off.

A. Lay Off Procedure

In order to promote an orderly reduction in personnel the following procedure will be used:

1. Probationary and non-seniority employees will be laid off first; provided however, there is a seniority employee that is clearly qualified in all respects to perform the duties of the position being vacated and continued.
2. Thereafter, employees having seniority shall be laid off in inverse order of their seniority (i.e., the least senior employee on the seniority list being laid of first) provided there is a more senior employee that is clearly qualified in all respects to immediately perform all of the required duties of the position being vacated and continued.
3. In situations where there is no seniority or more senior employee with the clearly established qualification necessary to assume and immediately commence the satisfactory performance of all of the required duties of the available position, and to replace the probationary, non-seniority, or less senior employees, the more senior employee shall be laid off and the less senior or probationary employee or non-seniority employee continued in employment.

B. Recall Procedure

When vacancies occur in the work force after a lay off, seniority employees will be recalled on the basis of seniority (i.e., the more senior employee on the seniority list being recalled first), except where the senior employee lacks the necessary qualifications to immediately perform the required duties of the open position. Notice of recall shall be sent to the employee at his last official address (as reflected in the employer's record) by registered or certified mail. If an employee fails to report for work within five (5) calendar days of receipt of notice of recall or eight (8) calendar days of mailing of notice of recall, whichever is earlier, or fails to notify the employer of his intent to return on the date specified in the notice within such eight (8) day period, he shall be considered a quit. The employer may, at his discretion, grant extensions to the foregoing time limitations provided justifiable cause exists.

ARTICLE XI

GRIEVANCE PROCEDURE

Section A - Definition of a Grievance

Except as otherwise provided, a claim by an employee, group of employees, or the Union, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement shall be deemed a grievance under this contract and will be subject to the grievance procedure as hereinafter provided. The termination of services of, or failure to reemploy any probationary employee, shall not be the basis of any grievance and shall not be subject to the grievance procedure as hereinafter provided.

Section B - Time Limits

The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the employer's last answer. In the event that the employer shall fail to supply the Union with its answer at a particular step within the specified time limits, the grievance may be processed to the next level.

Section C - Time Limits - Work Days

All specified time limits herein shall consist only of work days.

Section D - Initiation of Grievance

Each grievance shall be initiated within ten (10) days of the occurrence of the cause for complaint or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within ten (10) days after the Union or the aggrieved should have reasonably become aware of the cause for complaint. Settlement of grievance initiated more than ten (10) days after the occurrence due to unawareness shall not be retroactive to any date prior to the date of filing.

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

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

Article XI - Grievance Procedure (Continued)

Section E - Notification by Employee

Step 1 - An employee with an alleged grievance shall first discuss the alleged grievance with her immediate supervisor. The aggrieved employee shall have the right to representation by a steward.

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

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

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

Step 3 - If the dispute still remains unresolved at the completion of the foregoing procedure the Union may submit the grievance to binding arbitration within thirty (30) days of the decision. The Arbitrator will be selected according to the rules of the American Arbitration Association.

Section F - Arbitrator's Authority

The Arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of this Agreement, however, the parties agree that he has a right to grant a monetary award.

Section G - Cost of arbitration

Each party will bear the full costs for its side of the arbitration and will pay one-half (1/2) of the cost for the arbitrator.

Article XI - Grievance Procedure (Continued)

Section H - Discharge

Notwithstanding the foregoing procedures for the processing of grievance, protests against the suspension and/or discharge of an employee may automatically bypass the first step of the procedure and be lodged at Step 2 for consideration, commencing at the superintendent's level, as provided. Step 2 meeting on discharge cases shall take place within three (3) days after receipt by the superintendent of a protest against the discharge. The Union will be notified in writing of the discharge action and upon receipt of said notice the normal time limits will apply.

ARTICLE XII

DISCIPLINE

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

ARTICLE XIII

JOB VACANCIES

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

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

- B. The former job position of an employee who is serving a trial period may be filled without posting on a temporary basis by a current or substitute employee during the former employee's trial period.
- C. All applicants shall be informed in writing of the decision regarding her application as soon as possible.
- D. In the event that a position is filled by an employee who has had school office experience, allowances may be made for such experiences.
- E. No vacancy shall be filled except in case of an emergency on a temporary basis, until such vacancy shall have been posted for at least seven (7) calendar days, except as provided in Section B of this Article. When a position is filled on a temporary or emergency basis, the president of the Local will be notified as soon as possible.
- F. When an employee has been previously displaced due to job elimination, said employee shall have the right to return to the next vacancy in the position classification from which the employee had been displaced; provided, such employee is clearly qualified in all respects to perform the required duties of the vacant position. This provision supersedes and shall be applied without regard to the seniority provisions of Paragraph B above.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. Non-Discriminatory Clause

The Employer and the Union agree that all provisions of this Agreement, wages, hours terms and conditions of employment shall be applied in a manner, which is not discriminatory and without regard to race, creed, color, religion, national origin, age, sex, marital status or membership in the Union.

- B. Other employees of the Board shall not perform work normally performed by members of the bargaining unit on a regular basis.
- C. Employees successfully completing courses of study dealing with secretarial, clerical, accounting and data processing skills offered at fully accredited institutions, shall be reimbursed the tuition paid provided the program has prior approval of the Employer.
- D. Evaluations shall be reviewed and signed by both employee and supervisor before being placed in the personnel file.

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

- E. Suitable facilities for lunch periods shall be provided for secretaries. This paragraph shall not require the construction or remodeling of existing buildings to provide such facilities.

ARTICLE XV

SICK AND PERSONAL LEAVE

Section 1 - Paid Leaves

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

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

Section 2 - Rules and Regulations

The following requirements and procedures shall govern the use of paid leave days:

- (1) All employees aware of an impending period of physical disability or illness shall notify the administration of such as soon as possible. Said notification is to be accompanied by a statement from the attending physician giving the anticipated date and duration of disability or illness. Said notification shall be filed with the Superintendent of Schools.

The employee may be required to furnish medical certification of continued ability to perform the duties of employment once a month following initial notification.

To receive sick leave payment the employee must perform all duties until physically disabled and return to service as soon as physically able to perform all duties.

A physician's certification verifying the physical illness or disability may be required when absences extend beyond three (3) consecutive days or when absences are caused by a chronic condition which results in an abnormal usage of leave days.

Article XV - Sick & Personal Leave (Continued)

- (2) Each previously employed employee may use a maximum of three (3) days leave with pay per school year to attend to matters of an urgent nature, which require the personal presence of the employee and cannot reasonably be attended to at an alternative time which does not interfere with the duties of employment and for which other leave is not available under this Agreement. Such leave absolutely shall not be granted to participate in the affairs and business of the union, to engage in ventures for profit, to render services to another employer or organization, or to engage in recreational activity or competition of any sort. Such leave shall not be used the day before or after a holiday or vacation period. Such leave shall be deducted from the employee's personal illness leave. Prior approval of the administration must be secured at least forty-eight (48) hours in advance of the time needed for such leave. In cases of emergency, which preclude at least forty-eight (48) hours advance notice, the administration may waive such notice. To receive payment for such days, the employee must submit a statement on the form attached to this Agreement as Appendix A, certifying the matter as urgent, requiring their personal presence and containing a general statement of the nature of the matter.
- (3) Employees may use a maximum of two (2) days leave with pay per occurrence to attend the funeral of a member of the employee's immediate family. The Superintendent, at his discretion, may approve the use of additional days if required. Such days shall be deducted from the employee's accumulated personal illness leave. Immediate family is defined as the employee's spouse, children (natural or adoptive, father, mother, brother, sister, grandfather, grandmother and spouse's parent (natural or adoptive)).

Section 3 - Probationary Employees

A probationary employee shall not be entitled to sick and personal leave days until the employee assumes permanent status at the end of sixty (60) days worked. Compensation may be granted for time lost during the employee's probationary period of employment after the employee assumes permanent status.

Section 4 - Jury Duty and Witness Leave

A leave of absence with pay and fringe benefits not chargeable against the secretary's allowance of sick and personal leave days shall be granted for a period not to exceed thirty (30) business days. The employee who is called for jury or witness duty shall receive the difference between the jury or witness pay and her regular wages during the time she is serving on a jury or as a witness.

Article XV - Sick and Personal Leave (Continued)

Section 5 - Leave Due to Injury

Any secretary who is absent because of a line-of-duty injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the Board compensation equal to one-fourth (1/4) sick leave day for each day she is compensated by the insurance company, chargeable against the individuals sick leave account. When the sick leave bank is exhausted, the employee shall only receive those benefits provided under Workers' Compensation Insurance.

Section 6 - Extended Leave of Absence

- (1) An employee may be granted a leave of absence without loss of seniority and without pay of up to one year due to illness, accident or emergency. Said leave may be extended for a second year upon written request.
- (2) Upon request at least thirty (30) days in advance of the date of leave desired, employees shall be granted a leave of absence for the purpose of parental care of the employee's newly born or adopted infant for a period of not more than twelve (12) months. At the option of the employee, this leave may be requested and granted in addition to or in lieu of any use of sick leave by the employee for a period of disability due to pregnancy and/or child birth.

Section 7 - Request for an Extension of Leave

Request for an extension of leave or notice of intention to return or a resignation must be in writing at least fifteen (15) days prior to termination of leave. Failure to request extension or give notice of intentions may constitute termination of employment.

Section 8 - Return from Leave

Employees returning from leave of not more than one year shall return at the existing wage rate as though she were continuously employed. Employees returning from leaves shall retain unused but previously accumulated sick leave days, however, they may not accumulate sick days while on leave. At the termination of said leave, the employee shall be entitled to be assigned to the first vacancy which opens and for which she is qualified. The Board shall make every effort to return the employee to the specific building assignment or a comparable position for which she is qualified.

Article XV - Sick & Personal Leave (Continued)

Section 9 - Short Term Leave of Absence Without Pay

An employee shall be granted a temporary leave of absence without pay (duration of six months or less) for a leave of a temporary nature. The position vacated by such short term leave may be filled by a substitute from outside the bargaining unit. Upon completion of said temporary leave the employee shall be granted the position she vacated, and such position will be held open for her until her return from leave or her request to be terminated. This leave will not change the employee's position in the seniority list.

ARTICLE XVI

HOLIDAYS

A. The following days are recognized as holidays with pay for all members of this bargaining unit:

1. Labor Day
2. Thanksgiving Day
3. Day after Thanksgiving
4. December 24
5. December 25
6. December 26
7. December 31
8. January 1
9. Good Friday
10. Easter Monday
11. Memorial Day

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

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

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

D. If a holiday occurs while an employee is off work due to illness or vacation, the day will be paid as a holiday and will not be deducted from her accumulated sick days or vacation days, provided satisfactory medical documentation is presented to the personnel office in cases of illness.

E. Notwithstanding anything in this contract contained to the contrary, the business day scheduled before and after the holidays shall be worked to receive holiday pay.

ARTICLE XVII

VACATION

Section 1

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

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

First fiscal year, probationary
period.....1 day per month

Second through seventh
fiscal year.....10 days

Eighth through ninth fiscal year.....15 days

Tenth fiscal year and thereafter.....20 days

When a paid holiday is observed during a employee's scheduled vacation, the vacation shall be extended one (1) day per holiday. A twelve (12) month employee may be allowed to use earned vacation days during the school year provided such use meets with the approval of the employee's immediate supervisor. Said annual leave shall be non-accumulative. If a secretary is requested by her administrator to postpone her vacation time because of an emergency work load, it is understood that she will not be required to forfeit any part of her earned vacation time, and shall be allowed to take her vacation time after the emergency has been resolved, and within a time limit mutually agreeable to herself and her immediate administrator; or, in case of unusual circumstances, to accept her vacation pay in lieu of time off if approved by the superintendent. An employee may be allowed to use earned vacation days during the school year provided such use meets with the approval of the employee's immediate supervisor. During the first year of service such employees will be entitled to pro-rated annual leave if they have worked less than twelve (12) months, but at least six (6) months prior to July 1st. Employees eligible for vacation upon termination of employment shall be entitled to pay for any earned and unused vacation.

Section 2

All permanent full-time ten (10) month employees shall be granted vacation days to be used during the Christmas break as eligible according to the following schedule:

After three (3) years of service - Three (3) days vacation

After five (5) years of service - Five (5) days vacation

Article XVII - Vacation (Continue)

Section 2 (Continued)

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

Section 3

During the first year of service such employees will be entitled to prorated annual leave if they have worked less than twelve (12) months, but at least six (6) months prior to July 1st.

Section 4

Employees eligible for vacation upon termination of employment shall be entitled to pay for any earned and unused vacation.

ARTICLE XVIII

INSURANCE PROTECTION

A. LIFE INSURANCE

The Employer shall provide, without cost to the employee, life insurance protection which shall pay to the employees designated beneficiary the sum of \$15,000 upon her death with provision for double indemnity in the event of accidental death.

B. Health Insurance

The Employer shall provide without cost to the employee a hospital-surgical-medical insurance plan the benefits of which shall be equivalent to the Blue Cross/Blue Shield coverage according to the Comprehensive Hospital Care Certificate of Michigan Hospital Service with MVF2 and Master Medical with sponsored dependent G 65-D and coordination of benefits riders and the surgical-medical expense benefits provided under the employment group benefits certificate of Michigan Medical Services with MVF2 sponsored dependent member liability and coordination of benefits rider and the prescription drug program with \$2 copay. The Employer may provide alternative coverage through a Health Maintenance Organization (HM()) as an option which employees may elect, the cost of which shall not exceed the premium to be paid for the employee under the Blue Cross/Blue Shield coverage.

C. Dental Insurance

The Employer shall provide without cost to the employee a dental insurance plan, the benefits of which shall provide eighty percent (80%) for routine dental treatment, 50% for major dental treatment and 50% for orthodontics with a \$750 calendar year maximum on routine and major treatment and \$750 lifetime maximum on orthodontics, each per member of the family. Said plan to cover the employee and dependents. Dependents to include spouse and all children to age twenty-one (21) and beyond age twenty-one (21) if meeting the eligibility requirements of the insurance carrier for a full-time student.

D. Liability Insurance

The Employer shall maintain, for the protection of each secretary, comprehensive public liability and hazardous work insurance in the amount not less than \$300,000 for each occurrence of accident.

E. Premiums on the above insurance will be paid on a twelve (12) month basis including those employees hired for ten (10) months

Article XVIII - Insurance Protection (Continued)

F Long Term Disability Insurance

The Employer shall make payment of premiums for a long term disability insurance plan for each permanent employee eligible for coverage, meeting all requirements for active at work employment, the benefits of which shall provide a monthly benefit at the rate of 60% of the monthly scheduled wages of the employee at the point of disability, not to exceed a monthly benefit of two thousand dollars (2,000). which shall commence after the employee has exhausted all of his/her accumulated paid leave or a sixty (60) calendar day waiting period, whichever is the longer period of tie. The monthly benefit shall be subject to standard offsets, exclusions, exemptions and limitations, including a two (2) year limitation for drug abuse/alcoholism and nervous/mental conditions and limited benefits for disabilities occurring after attaining the age of sixty (60) years as permitted by the Age Discrimination in Employment Act.

- G. Unless otherwise specifically stated in the provision, all increases in insurance coverages from the benefit levels previously provided to employees shall become effective on the first day of the month following thirty (30) days after ratification of this Agreement.

ARTICLE XIX

RETIREMENT

Section 1

Upon the completion of twenty-five (25) consecutive years of employment in the School District, the retiring employee shall receive a stipend of \$700.00. For each five (5) year period or portion thereof, less than twenty-five (25) years, the stipend shall be reduced by one hundred dollars (\$100.00) to a minimum of ten (10) years service.

Section 2

The employer may establish a mandatory retirement policy which requires the retirement of employees at the minimum age permitted by law.

Section 3

The Employer agrees to continue to pay the 5% employer contribution to the non-contributory retirement plan of the Michigan Public School Employees Retirement System which is commenced July 1, 1976.

ARTICLE XX

NEW CLASSIFICATIONS

The Employer shall negotiate with the Union concerning rates of pay and working conditions for newly created positions within the bargaining unit.

ARTICLE XXI

FUTURE NEGOTIATIONS

- A. The parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of the employees covered in this Agreement on or before May 1, 1991.

If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Employment Relations Commission or take any other lawful measure it may deem appropriate.

- B. Anytime after April 1, preceding the termination date of this Agreement, either party may serve notice to the other party of their desire to begin negotiations upon a successor Agreement and such negotiations shall begin within thirty (30) days of the receipt of the notice by the other party.

ARTICLE XXII

DURATION OF AGREEMENT

A. Duration

This Agreement shall become effective upon the date of ratification by the Board of Education and shall continue in effect until the 1st day of July, 1991.

B. Reopeners (1988-91)

1. If during the term of this 1988-1991 Agreement the Employer agrees to grant to its teachers a holiday(s) which is not listed in Article IV, Section 3A and is in addition to the four (4) holidays provided for in Schedule C of the 1985-88 teacher collective bargaining agreement, then this Agreement shall, upon thirty (30) days written notice by the Union, be re-opened for negotiations. If through negotiations an agreement is reached to provide the additional holiday(s) to the employees covered by this Agreement, then that holiday(s) shall be added to the enumerated holidays set forth in Article XVI, Section A.
2. If during the term of the 1988-1991 Agreement the Employer agrees to provide optical insurance to its teachers, then this Agreement shall, upon thirty (30) days written notice by the Union, be re-opened for negotiations. If through negotiations an agreement is reached to provide optical insurance to the employees covered by this Agreement, the terms and conditions of the optical plan shall be added as Paragraph H of Article XXVIII of this Agreement.
3. The re-opener clauses set forth in Paragraphs B and C above are for the limited purposes described therein and accordingly, if a re-opening occurs, all of the Articles and Sections of the collective bargaining agreement shall nevertheless remain in full force and effect.

ARTICLE XXIII

RATIFICATION

Section 1

- A. The terms set forth herein having been ratified by a majority of the membership of the Union voting at a meeting duly called for such purpose; and
- B. Approved by the Board of Education of the Crestwood School District by resolution duly adopting the terms and policies set forth herein.
- C. IN WITNESS WHEREOF, the parties executed this Agreement by their duly authorized representatives on this _____ day of _____, 198 .

LOCAL 1882, AFSCME, AFL-CIO

Charlene Catallo
Chapter Chairman

Ellen Keith
Council #25 Representative

Charlene Catallo
Negotiating Team

Sylvia R. Winciewski
Negotiating Team

Barbara E. Hart
Negotiating Team

November 22, 1988
Ratification Date
AFSCME, Local 1882

BOARD OF EDUCATION
CRESTWOOD SCHOOL DISTRICT

Doty J. Schalk
President

Audrey J. Schalk
Secretary

11-28-88
Ratification Date
Crestwood Board of Education

APPENDIX A

1988-89 - EFFECTIVE JULY 1, 1988*

<u>Classification</u>	<u>Start</u>	<u>End of Probation</u>	<u>1 Year</u>
I	9.60	9.85	10.10
II	9.19	9.44	9.69
III	8.78	9.03	9.28

1989-90 - EFFECTIVE JULY 1, 1989

<u>Classification</u>			
I	9.95	10.20	10.45
II	9.54	9.79	10.04
III	9.13	9.38	9.63

1990-91 - EFFECTIVE JULY 1, 1990

I	10.40	10.65	10.90
II	9.99	10.24	10.49
III	9.58	9.83	10.08

CLASSIFICATIONS

1. High School Principal Secretary
Middle School Principal Secretary
Instruction Office Secretary
2. Switchboard Operator/Receptionist
Elementary School Secretary
Special Services Secretary
Assistant Principal Secretary - Secondary Schools
Secretary to Coordinator of State & Federal Projects
3. Guidance Office Secretary
Attendance Office Secretary
Library Secretary

* The 1988-89 wage rate shall be paid retroactively to July 1, 1988 to those employees on the School District payroll as of the date the Board of Education ratifies this Settlement Agreement.

