

COLDWATER COMMUNITY SCHOOLS
MASTER CONTRACT FOR SECRETARIAL EMPLOYEES

9/1/94

This AGREEMENT entered into this 10th day of February, 1992, by and between the Board of Education of Coldwater Community Schools, Branch County, Michigan, hereinafter referred to as "School" and Local 120B of the Glass, Molders, Pottery, Plastics and Allied Workers International Union, hereinafter referred to as the "Union". The word "employee" herein referred to shall mean those employees represented by the Union.

ARTICLE I
RECOGNITION

The School recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of employment, and other conditions of employment for all secretaries, and library clerk typists employed by the school district, but excluding all supervisors, paraprofessionals, certified personnel, custodial employees, bus driver, secretary to the superintendent, secretary to the assistant superintendent, and all other employees.

ARTICLE II
UNION RIGHTS

- A. The Union shall have all rights as accorded it by law, the Constitution of the State of Michigan and the Constitution of the United States.
- B. The Union shall have the right to use school buildings at reasonable hours for meetings, provided they have prior approval from the building principal and/or the superintendent. Bulletin boards and mail services shall be made available to the Union.
- C. The Board agrees to furnish the Union, in response to reasonable requests from time to time, all available public information concerning the financial resources of the district.
- D. Union members shall be allowed to wear insignia pins of identification of membership in the Union on or off school premises.

ARTICLE III
BOARD OF EDUCATION RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. The executive management and administration control of the school system and its properties and facilities, and the activities of its employees.
 - 2. Determine the number of shifts and hours of work and starting times and

Coldwater Community Schools

2. Determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of the Agreement, and the right to establish, modify or change any work or business hours or days.
3. Direct the working forces, including the right to discipline, hire, promote, suspend and discharge employees subject to the terms of this Agreement, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force, and to lay off employees.
4. Determine the 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 or changes therein; the institution of new and/or improved methods or change therein.
5. Adopt rules and regulations which shall be uniformly applied to all employees within the bargaining unit.
6. Determine the qualifications of employees, including physical fitness.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments divisions or subdivisions, buildings or other facilities.
8. Determine the placement or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the employer shall not abridge any rights from employees as specifically provided in this Agreement.
11. Determine the selection, testing, or training of employees, providing that such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and are in conformance with the Constitution of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county district, or local laws or regulations as they pertain to education and the transportation of children in connection therewith. None of the provisions of this Article shall be applied in a manner inconsistent with any other provisions of this Agreement.

ARTICLE IV WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the School and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE V

COMPENSATION AND WORKING HOURS

A. The hourly rates of pay for employees covered by this Agreement are set forth in Appendix A of this contract.

B. The normal workweek shall be Monday through Friday. The School, however, does not guarantee employees a consecutive five-day week nor an eight-hour day. Working hours of each employee shall be established by the employee's immediate supervisor. The workweek shall consist of forty (40) hours with the exception of employees whose work assignments are less. All hours over eight (8) in any one workday shall be paid at the rate of time and one-half, providing the employee works forty (40) hours within that workweek.

Overtime must have prior approval of the immediate supervisor and the Assistant Superintendent. A "day's pay" constitutes the normal hours worked per day. Any additional work assigned to an employee, beyond their normally scheduled workweeks, will be assigned by the immediate supervisor with the approval of the Assistant Superintendent. In such cases, the employee shall be paid at his/her regular rate of pay.

C. Compensatory time off in lieu of overtime pay may be practiced with a joint agreement between the employee and the immediate supervisor. Such agreements shall be written and signed by both parties.

D. The employee shall receive the following paid holidays:

Labor Day	New Years
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas	July Fourth

It is understood that thirty-eight (38) and forty (40) week employees are not paid for the July 4th holiday. If school is in session on Good Friday, the employees are expected to work. The School shall pay for the holiday at the employee's regular rate of pay, and such pay shall not count towards overtime rates. The pay shall be on the same pay period as the holiday.

52-week employees shall be granted Christmas Eve Day and New Year's Eve Day as holidays providing said days are not on a weekend. These employees are expected to work on the so-called Farmers' Day without extra pay.

The employee must work her last scheduled day preceding and the first scheduled workday following the holiday to be eligible for pay. Approved leave days will be considered workdays for this section of this Article.

E. If a holiday falls on a weekend, the employee shall receive a Friday or Monday as a paid holiday if school is not in session. If school is in session, the employee is expected to work and shall receive pay for the holiday at the employee's regular rate of pay, and such pay shall not count towards overtime rates. When a paid holiday falls within the employee's scheduled vacation, the holiday will not be considered as a vacation day.

- F. Any Union member engaged during the school day in negotiating on behalf of the Union with any representation of the Board shall be released from regular duties without loss of salary provided that the time for such negotiation has previously been set by mutual agreement of the parties hereto.
- G. Lunch periods will be assigned by the employee's immediate supervisor if the employee's day is such as to merit time off for lunch. Such time will be uninterrupted and not less than one-half hour in length. It is expressly understood that employees can be called on to assist during emergencies if they occur during a lunch period.
- H. Employees shall be granted a fifteen (15) minute break in the morning and in the afternoon of each workday.
- I. 1. All employees in the bargaining unit, with exceptions noted in section 2. below, are expected to be at their work stations, if possible, for work assignments on days when school is not in session when caused by inclement weather. Those employees who are unable to report shall be required to contact their immediate supervisor prior to the start of their shift, that road conditions make it unreasonable to report. If conditions improve during the day, the employee shall report for work. Calling in must be done in order to be eligible for pay.
2. Beginning with the 1986-87 school year, thirty-eight (38) and forty (40) week employees will not be paid for any day that school is closed when caused by conditions of inclement weather or other acts of God when the State of Michigan penalizes the school district its state membership aid. The above employees will only be paid for such days when the School is paid by the State. The employees need not report for work on such days.
- When the School is required by the State to hold school in order to receive state membership aid payments and school days need to be rescheduled by law, the employees will not be paid. Employees, in such cases, shall only be paid for the rescheduled days required by law.
- On days not required to be made up by law, section 1 of Paragraph I shall be utilized to determine payment of wages.
3. In the case that days need to be made up due to the snow day clause in Article V, forty (40) week employees shall have the option to extend their workyear to accommodate earlier unpaid days. It is understood that the employee shall only be paid for actual days worked.
- J. All employees covered by the contract shall be paid on the normal biweekly schedule established by the Board. Thirty-eight (38) and forty (40) week employees' first paycheck will be issued on the first pay period scheduled for such employees by the Board. (The first pay period may be shorter than a full two (2) weeks in order to phase into the then existing schedule.) It is further understood that exceptions to the biweekly schedule can be made when caused by circumstances over which the Board has no control.

ARTICLE VI
LEAVE OF ABSENCE

- A. The employee shall receive sick leave for personal and family illness with unlimited accumulation as follows:
- 1 day per month, maximum of 12 days for 52-week employees; and
 - 1 day per month, maximum of 10 days for 38-week and 40-week employees.

Family illness shall be limited to illness of a spouse, children, parents, parents-in-law, grandparents, or any dependent of the employee's immediate household residence. Dependent shall be defined as an individual who is classified as a dependent by the U.S. Internal Revenue Service definition.

- B. The employee shall be entitled to two (2) personal business days. The employee shall request said days twenty-four (24) hours in advance from the immediate supervisor and said days shall be granted, providing it does not handicap the operation of the school or office where the employee works. The supervisor may consider the absences of more than one (1) bargaining unit employee in a given building, days before and after holidays, and days before and after school-district-scheduled student vacation periods as handicaps to the operation. The twenty-four (24) hour notice may be waived at the discretion of the immediate supervisor in cases of emergency.
- C. The Union officers may be granted leave to conduct Union business with the approval of the Superintendent of Schools. Such day's leave will be granted without pay and the Union agrees to pay for any substitute that might be necessary to hire.
- D. The employee shall be granted a maximum of five days' leave with pay in the event of the death of a relative who lives in the same household or in the event the employee is responsible for the funeral arrangements of a child, parent, spouse, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, and sister-in-law. Appropriate time to attend funerals of relatives may be granted by the administration, in its sole discretion, providing the request is reasonable.
- E. (The employee has the option of Section 1 or 2, but not both together.)

1. All regularly employed secretaries shall be eligible for maternity leave providing written request for such leave is submitted to the Superintendent of Schools no later than the fifth month of pregnancy. The maximum length of leave shall not exceed one (1) year exclusive of any extension.

The employee shall specify the beginning and ending date of the leave at the time of making the application. The beginning date of the leave shall not be later than thirty (30) days prior to the expected date of delivery without permission of the administration. Once the beginning date is set, it shall not be thereafter altered except for good cause.

The School reserves the right to demand a doctor's certificate as to the ability of the employee to continue work during the term of pregnancy as well as a certificate of health for returning to work.

An employee on maternity leave can request a thirty (30) day extension of leave in writing prior to the termination date of the leave where it can be medically shown that the employee is physically incapable of returning. The extension may be renewed once thereafter for the above reasons.

Maternity leave shall be without pay, but the employee shall accumulate seniority during the leave of absence. Upon return from maternity leave, the employee shall be restored to her same position on the salary schedule as when she left. All benefits in health and life insurance may continue at the employee's expense during the leave period.

2. A pregnant employee shall have the right, if she so desires, to receive sick leave benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood that this shall not include normal child care; and the employee shall not be entitled to avail herself of the foregoing unpaid maternity leave provisions if she chooses to receive sick leave benefits pursuant to the provisions of this paragraph. The following provisions shall apply:

- a. All pregnant employees shall notify the administration of pregnancy at least five (5) months prior to the expected date of birth. Said notification is to be accompanied by a statement from the attending physician, giving the anticipated date of birth of the child. Said notification shall be filed with the Superintendent of Schools.
 - b. The employee shall be required to furnish medical certification of her continued ability to perform her duties as often as the administration may request, at its discretion.
 - c. The employee may be required to submit to physical examinations by a physician selected the School Board.
 - d. To receive sick leave payments, the employee must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.
 - e. For all sick-leave days claimed, the employee must have a physician's certificate verifying physical disability which prevents her from fulfilling her work responsibilities.
 - f. Only earned sick days can be used when applying for this section.
- F. Upon written application, any employee who is off work due to a non-industrial injury or sickness shall be granted a leave of absence up to one (1) year without pay. The Union and Board agree that an employee who gives false reasons for obtaining a sick leave of absence is subject to disciplinary action for doing so.
- G. Upon termination of any leave, the employee shall be restored to her former position or one of like nature with seniority. No employee shall be entitled to be employed in another capacity while on leave of absence without the express written consent of the School administration. Violation of any of the above shall be cause for termination of employment.
- H. A secretary called for jury duty or subpoenaed as a witness in any court or administrative tribunal of the State, in a matter rising out of the employment relationship of the secretary with the school district, in which the secretary or Union is not a party to the suit, and specifically excluding arbitration and unfair labor practice cases, shall be compensated for the difference between the secretary's regular daily rate of pay and the pay received for the performance of such obligation. It is understood that the Union and Board shall be responsible for salaries of their own witnesses in unfair labor practices and arbitration cases.
- I. In lieu of unlimited accumulation of sick leave days, an employee, whose normal workweek is twenty (20) or more hours per week, may opt to receive remuneration for unused sick days after the following dates:
- September 1, 1991 - At .60 of their normal daily rate.
 - September 1, 1992 - At .70 of their normal daily rate.
 - September 1, 1993 - At .80 of their normal daily rate.

It is understood that payment shall only be made for up to a maximum of the sick days earned per school year. Unused sick days not paid for by the School will be allowed to accumulate as per limitations of this Agreement.

If a qualified employee chooses the "remuneration for unused sick days" option, hereinbefore described, the days for which payment is to be made shall not be allowed to accumulate and shall be forfeited annually. Payment for unused sick days, as previously described, shall be made annually on the last pay period of the School's fiscal year. If this option is selected, written notification from the employee must be filed with the Payroll Office by April 1st of each school fiscal year.

It is understood that only unused sick days in a given contract year will be used in calculating payment. Prior years' banked sick leave cannot be drawn.

- J. Employees who are granted non-paid medical leaves of absences by the Board of Education and are eligible for life and health insurance benefits, as defined in the Appendix of this contract, shall continue to have said benefits paid by the Board for the duration of the leave. (Not to exceed one year.) It is understood that in order to be eligible for paid insurance the employee must provide the School with a written statement from a qualified physician that the employee cannot perform his/her job function. In addition, said employee shall have at least six (6) months' seniority in order to be eligible.

It is understood that employees who are granted long-term non-paid personal leaves, union leaves, or are laid off from their jobs are not eligible for school-paid insurance programs. These employees may, however, continue to be covered under group rates up to a period of one (1) year providing they pay their own premiums to the School on the first day of the month when the premiums are due.

- K. Upon written application, any employee who is elected or designated by the Union as a delegate or representative to a Union function or elected or appointed to the International staff, shall be granted a leave of absence without pay or benefits for a period of one (1) year.

- L. The following agreement is written to allow employees to voluntarily give earned sick days to a fellow employee who has exhausted his/her sick days. The following rules are agreed to by both the School and the Union:

1. The giving of earned sick days from one employee to another is completely a voluntary and optional process. Such days will be given by employees freely and without undue pressure from any party.
2. In order to receive sick days from a fellow employee's total accumulation, the employee must have one (1) year of seniority within the bargaining unit.
3. Sick days shall be compensated at the hourly rate of the employee receiving the benefit providing said time is at least equal to that of the giving employee. In no case shall a lesser rate be increased to give the employee more hours than he is entitled.
4. Each employee may contribute up to five (5) unused sick days per school year to any fellow employee in need. No more than five (5) days may be given in any one (1) year if more than one (1) employee is to be considered.
5. It is understood that the receiving employee shall be limited to using fifteen (15) transferred sick days per illness and contract year.
6. The request for members to give unused sick days shall originate with the Union Committee after depletion of a member's available sick days. The Committee shall determine eligibility and provide the School's Payroll Office with an employee-signed permission statement authorizing the transfer of unused sick days.
7. The decision of employee eligibility shall rest with the Union because of this fact; the Union shall hold the School safe and harmless from any form of litigation that may arise from the implementation or operation of this section of the contract.
8. Any days withdrawn from an employee's accumulated sick-leave days, will be from his total accumulated days and not from the current year.

ARTICLE VII

PAYROLL DEDUCTIONS AND UNION SECURITY

- A. Each permanent employee, who is a member of the Union in good standing as of the effective date of this Agreement, must pay to the collective bargaining agency a monthly fee for bargaining representation.
- B. A "member in good standing" is defined as an employee who authorizes the Union's periodic dues or fees required to be deducted as a contribution toward the administration of this Agreement. The Union shall provide the School with an employee signed list, showing which employees are members in good standing as of the date of ratification. It is expressly understood that employees who do not sign this list shall not be required to be Union members, pay Union dues or fees, nor shall undue pressure be placed upon them to join or not join the Union.
- C. All new employees hired after the date of ratification of this Agreement must, after thirty (30) working days of employment, pay to the collective bargaining agency the fee as a contribution towards the administration of this Agreement. This is a condition of continued employment.
- D. The School will, within three (3) days after receipt of notice from the collective bargaining agency (a copy of which shall go to the employee), discharge immediately employees who are two (2) months delinquent in their payments to the collective bargaining unit, with the exception of those employees described in Paragraph B.
- E. Checkoff - The Union shall provide the employees with checkoff forms to be filled out by the employee to authorize the agency shop fee hereinbefore specified. Upon receipt of such written and signed authorization, the employer agrees to deduct the fee from the employee's earnings from the first paycheck of each month and remit same to the secretary-treasurer of the local Union within fifteen (15) days after such deductions are made along with a list of the names from whom such deductions are made. Authorization forms shall continue in effect until revoked in writing by the employee or until termination. The employer need honor only one (1) authorization per employee per year. All refunds or dues or fees shall lie solely with the Union. It is expressly understood that the employer need not deduct any assessment under the terms of this article.
- F. All refunds claimed for deductions, under such fees authorization, shall lie solely with the Union. The Union agrees to reimburse any member for the amount of any deduction deducted by the School and paid to the Union which deduction is by error in excess of the proper deduction and agrees to hold the School harmless from all claims of excessive deductions.

ARTICLE VIII

LAYOFF AND RECALL

- A. If the School shall find it necessary to lay off the employees covered by this Agreement, the employee with the greater seniority shall be given preference over an employee with less service, providing the one with seniority can perform the work necessary for continued employment. The supervisor involved with the bumping process shall devise a typing test as well as other clerical skills tests to prove the employee's skills before granting the transfer. If the employee fails the skills tests, the transfer will not be made, and the employee

shall be on layoff. The tests devised will encompass only those skills required by the employee who is being bumped.

Employees shall be given five (5) calendar days notice before a layoff is instituted. At the time of layoff, a list of employees affected will be given to the chairperson of the Union.

- B. In times of layoff, an employee may not wish to bump into a job held by a junior employee. In such cases, the employee will be processed as a layoff. Such decision shall be made within two (2) days after notification of layoff has been given to the junior employee.
- C. An employee who successfully "bumps" into another position shall be given thirty (30) working-days trial period in which to prove her ability to hold the position.
- D. Secretaries on layoff shall be recalled on a seniority basis providing the employee meets the necessary skills and personal qualifications for the job that is open. The evaluation of the employee's qualifications as to employment may be determined by a typing skills test and other clerical tests administered by the supervisor involved. Failure to complete the test successfully will result in continued layoff for the employee. The School reserves the right to change job qualifications for any open positions before calling employees back from layoff.
- E. Notice of recall shall be sent by postmarked or certified mail to the last known address retained by the School's Payroll Office. It shall be the employee's responsibility to keep such address current with the School. A copy of said letter shall be sent to the Union's chairperson.
- F. If the employee does not report within three (3) days from the date of receipt of notice to return to work, she shall be considered as a quit. Such employee shall be dropped from the seniority lists of the district and the right to recall will be revoked.
- G. Seniority lists, for the purpose of recall, shall be held by the School for a period of two (2) years. If the employee is not recalled during this period, the employee shall sever all employment ties with the School.

ARTICLE IX

VACANCIES, TRANSFERS, AND RESIGNATIONS

- A. All vacancies of permanent positions normally declared for the secretarial and clerk typists shall be posted. The employees shall be given five (5) days in which to make application. The senior employee shall be given first consideration providing she meets the necessary qualifications and personal qualities for the position. The actual employment decision shall rest with the immediate supervisor and the Assistant Superintendent of Schools.
- B. Applications for job transfers as positions become open shall be filed with the employee's immediate supervisor, the supervisor of the open position, or the Assistant Superintendent. By such actions, appropriate evaluation can take place before filling the position.
- C. 1. As long as a job transfer is made to another position that is represented by the Union, seniority, sick leave, and personal business days that have been earned shall be extended to the employee in the new position. Sick days, however, will be extended only on the basis of hours worked per day in the

old job. Sick days in the new job will be earned at the hourly rate of that job.

2. Vacation pay and time off shall be pro-rated based on the employee's months of service in the new position until the next anniversary date. The pro-ration rate, until the anniversary date, shall be computed on the basis of one-twelfth for each month in the new position.

After the anniversary date, vacation pay and time off eligibility shall be the same as any other employee.

- D. Any secretary who resigns her position shall file a letter of resignation with the Board at least ten (10) working days prior to the effective date of the resignation.
- E. If no employee of the secretarial bargaining unit has successfully been transferred to an open position as provided for in this Article, the School shall grant interviews to other employees from other bargaining units represented by G.M.P. who have applied for the job. It is expressly understood that the School is under no obligation to transfer another employee to the open position but shall consider the employee through the interview process.
- F. It is understood that employees who successfully transfer from one bargaining unit to the secretarial bargaining unit shall not transfer seniority to the new unit. They shall, however, transfer any vacation time and accumulated sick-days earned in the other bargaining unit.

ARTICLE X

VACATIONS

- A. Only fifty-two (52) week employees shall be eligible for vacations. Such employees shall be entitled to one (1) week paid vacation following the first full year of employment, two (2) weeks after the second full year of employment, and three (3) weeks after the tenth full year of employment. After the tenth full year of employment, eligible employees shall receive one (1) vacation day for each year of employment up to a total limit, not to exceed, twenty (20) days for each employee.

Thirty-eight (38) and forty (40) week employees who have been employed ten (10) full consecutive years shall be entitled to five (5) days' pay for Christmas vacation, payable the second pay of December.

The School and Union agree to further discuss changes in this Section A. if other bargaining groups in the school district represented by this Union obtain a better benefit than the above language. It is understood that such benefits gained by other bargaining units are not automatic in nature.

- B. If an employee resigns her employment with the Board after the first complete year of employment, earned vacation pay will be paid on a pro-rated basis.
- C. Vacations must be scheduled with the employee's immediate supervisor at least one (1) month in advance. The employee's immediate supervisor and Assistant Superintendent will approve all vacation periods.

ARTICLE XI

DISCHARGE AND DISCIPLINE

- A. Secretaries shall not be disciplined or discharged without good and sufficient reason. Any employee discharged shall, if she so requests, be granted an

interview with the Union's representative present before she is required to leave the premises.

- B. The Union recognizes that abuse of sick leave or other leaves, chronic tardiness, or absence, breaches of this contract, deficiencies in job performance, poor personal working attitudes, and other deficiencies by its members reflect upon the Union and creates undesirable conditions in the school facility of employment. The Board, in handling of the above matter will, in appropriate cases, attempt to correct the employee's behavior by any one (1) or all of the following methods:
1. Verbal reprimand
 2. Written reprimand by the immediate supervisor
 3. Written reprimand by the Board of Education
 4. Disciplinary layoff
 5. Dismissal

ARTICLE XII

EVALUATION AND PROBATIONARY PERIODS

- A. An employee shall be considered a probationary employee for the first ninety (90) calendar days of employment. The supervisor shall have this period of time or less to determine the employee's continued employment status with the school district.
- B. All regular employees shall be evaluated by their immediate supervisor at least annually. Such evaluations shall be in written form and reviewed with the employee. The employee's evaluation will be signed by the employee and the immediate supervisor and placed in the employee's personnel file.
- C. The employee shall have the right to submit a written statement for her personnel file concerning her personal evaluation. Such statements will be signed and dated by the employee.

ARTICLE XIII

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract. The matter of administrative judgment involving the evaluation of the employee's work performance shall not be the basis of any grievance filed under the procedures outlined in this article. The evaluation, however, can be used as the basis of discharge and discipline and is only at this time subject to the grievance procedure.
- B. A written grievance, as required herein, shall contain the following:
1. It shall be signed by the grievant or grievants and the Union's grievance chairperson or a Union designee;
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section or sub-sections of this contract alleged to have been violated;
 5. It shall contain the date of the alleged violation;
 6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such rejections shall not extend the limitations hereinafter set forth.

C. Disposition of grievances will be as follows:

Level 1:

Any employee having a grievance may discuss the same with her immediate supervisor by herself or with a Union representative within five (5) working days of the alleged violation in an attempt to resolve the same. Within three (3) days of the discussion, the supervisor shall give his/her verbal answer to the employee concerning the grievance. In the event the grievance is not satisfactorily resolved at Level 1, the Union member may proceed to Level 2 by reducing the grievance to writing in accordance with Paragraph B within three (3) days of the verbal disposition and filing the same with the employee's immediate supervisor. The Union's grievance chairperson or Union designee's signature must be on all written grievances.

Level 2:

Within three (3) days of filing the written grievance, the immediate supervisor shall hold a meeting with the grievant and the Union's grievance chairperson or Union's designee to discuss the grievance. Within two (2) working days of the discussion, the immediate supervisor shall answer the grievance in writing stating whether the grievance is granted or denied along with the reasons therefore.

Level 3:

In the event the Union is not satisfied with the disposition of the grievance at Level 2, it may proceed to Level 3 by filing the grievance and all written responses, along with the written reason of rejection by the Union, with the Superintendent or his/her designee within five (5) working days of the answer at Level 2.

Within ten (10) days of the appeal, the Superintendent or his/her designee shall hold a discussion of the grievance with the grievant and the Union's grievance chairperson or Union's designee. The Superintendent or his/her designee shall answer the grievance with reasons within five (5) days of the discussion.

Level 4:

In the event that the Union is not satisfied with the disposition of the grievance by the Superintendent of Schools or his designee, the Union may, in its sole discretion, appeal same to the Board of Education by filing a copy of the written grievance and answer by the Superintendent, along with the reasons for rejecting the Superintendent's disposal of the grievance, with the secretary of the Board of Education not less than five (5) days prior to the next regularly scheduled Board meeting. Upon receipt of the grievance by the Board of Education, the Board shall, within one (1) month, schedule a private hearing on the grievance with the full Board of Education and the Superintendent or a committee designated by the Board of Education to hear the grievance. Within seven (7) days, the Board shall render its written decision concerning the grievance through the Superintendent and transmit it to the Union.

The Union shall have the right to have its officers and grievance chairperson or Union's designee present at the hearing along with the grievant.

Level 5:

If the grievance is not satisfactorily resolved at Level 4, the Union may, within ten (10) working days of the date of the decision at Level 4, submit the grievance for binding arbitration to the American Arbitration Association in writing, with a copy to the Board. The rules of the A.A.A. shall govern the selection of the arbitrator. Should an employee or the Union fail to institute a grievance within the time limits specified, the grievance shall be deemed abandoned. Should an employee or the Union fail to appeal a decision within the time limits specified all further proceedings shall be barred. Time limits

specified herein may only be mutually extended and, then, only if in writing by both parties.

- D. Prehearing - Neither party may raise a new defense or ground at Level 5 not previously raised or disclosed at other written levels. Each party shall submit to the other party, not less than three (3) days prior to the hearing, a prehearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievances.
- E. Powers of the Arbitrator: It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
1. He/She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. He/She shall have no power to establish salary scales or change any salary.
 3. He/She shall have no power to change any practice, policy, or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His/Her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein, remains within the reserved rights of the Board.
 4. He/She shall have no power to decide any questions which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule in writing upon arbitrability before proceeding to the merits of the case.
 6. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 7. Both parties agree to be bound by the award of the arbitrator, subject only to legal remedies afforded by the courts of competent jurisdiction.
- F. Claims for Back Pay - All claims for back pay shall be limited to the amount of wages which would have been earned at the employee's regular rate of pay and the arbitrator shall have no power to award damages or overtime pay. If, however, the assignment of overtime is the subject of a grievance then, the arbitrator shall have the power to effectuate the appropriate remedy subject to the foregoing. No decision for retroactive wage adjustment in one case shall be binding on other cases. No decision of the arbitrator for a retroactive wage adjustment shall be valid beyond twenty (20) days preceding the date of the written grievance.
- G. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

ARTICLE XIV

NO STRIKE

The Union will not call or sanction or in any way participate in any strike or concerted work stoppage, or refrain from the full faithful and proper performance of the duties of the employees covered by this Agreement during the life of the contract. Should the employees participate in said work stoppage or the aforementioned slowdown or refuse to report to work for any reason other than reasons hereinbefore excused in this contract, the Union shall, within forty-eight (48) hours, upon receipt of written notice from the School, be obligated to post copies of the following notice on bulletin boards in all school facilities, and shall grant permission to the School Board to publish said notice in a local newspaper of circulation within the district.

We have been advised by the _____ that strike (stoppage) has occurred. Inasmuch as no such strike or stoppage has been called or sanctioned by the Union, if you are engaged in any such strike or stoppage, you are hereby instructed to return to work immediately.

It is expressly understood by the employees that striking by public employees is strictly prohibited by law and will not be tolerated by the school district nor the taxpayers of the school district.

ARTICLE XV

SAVINGS

In the event that any federal or state legislation, governmental regulations, or court decisions cause the invalidation of any article or section of this Agreement, all other articles and sections, not so invalidated, shall remain in full force and effect.

ARTICLE XVI

UNION REPRESENTATION

For purposes of representation, the School agrees to recognize a Union committee consisting of three (3) employees of the bargaining group selected by the Union. The membership of this committee will be given in writing to the administration annually by the Union.

ARTICLE XVII

SUB-CONTRACTING

The School agrees it will not sub-contract work normally performed by members of the bargaining unit. An exception to this will be made when the School suspects that any employee or employees in the bargaining group are involved in a work stoppage or work slowdown for the purposes of disruption.

ARTICLE XVIII

SENIORITY

A. All employees shall have seniority as of the first day of work performed in the district as a secretary or library clerk typist (substitutes excluded).

- B. If two (2) or more employees are hired on the same date, they shall be placed on the seniority list in alphabetical order of their last name and once placed on the seniority list, will remain unchanged in position.
- C. Loss of Seniority - An employee shall be removed from the payroll and shall lose all seniority when:
1. The employee quits
 2. The employee is discharged for good and sufficient reason
 3. The employee is convicted of a felony in a court of law
 4. The employee fails to report for work at the expiration of a leave of absence
 5. The employee fails to report sickness or reasons for absences to the immediate supervisor and/or the Administration Office before the beginning of the work shift
- It is understood that two (2) consecutive days without reporting absence will constitute sufficient reason for discharge.
- D. All new employees and employees who have been rehired after loss of seniority in terms of this Article's Paragraph C shall be considered probationary for their first ninety (90) working days unless the probationary period is extended by mutual agreement of the School and the Union. Upon completion of the probationary period, the employee's name shall be entered upon the seniority list from the anniversary date of hire.
- E. The School shall prepare and maintain a seniority list to record the seniority status of each employee in the bargaining unit. Such list shall show the names of employees and their seniority dates. The Union Chairperson may request such list from the School at reasonable intervals. Such request should be in writing, addressed to the Assistant Superintendent of Schools.

ARTICLE XIX

MISCELLANEOUS

- A. Each secretary shall be provided with a job description. Such description shall be written by the employee's immediate supervisor. It will be general in nature and not limited to all duties required to be performed.
- B. The Board shall print five (5) copies of this contract for ratification and appropriate signatures. If the Union requests, additional copies of this contract shall be printed by the Board for Union providing the Union pays for the printing costs.

ARTICLE XX

DURATION

- A. This AGREEMENT shall be effective as of September 1, 1991 and shall remain in effect until September 1, 1994 and thereafter until either party serves a sixty (60) day written notice specifying the desire to modify or terminate this Agreement. It is expressly understood that in the event neither party notifies the other within the sixty (60) day period above specified, this Contract shall automatically extend for a period of one (1) school year.

APPENDIX A
WAGES AND BENEFITS

I. Clerk-Typist Classification

	<u>Contract Year</u> 1991-92	<u>Contract Year</u> 1992-93	<u>Contract Year</u> 1993-94
Step I	\$5.96	\$6.29	\$6.67
Step II	6.27	6.62	7.02
Step III	6.64	7.00	7.41

The wage rates listed above shall be effective as of September 1st of each contract year. Employees in this wage classification shall advance a step upon completing one (1) year's employment in this wage classification.

II. General Secretarial Classification

	<u>Contract Year</u> 1991-92	<u>Contract Year</u> 1992-93	<u>Contract Year</u> 1993-94
Step I	\$ 9.64	\$10.16	\$10.76
Step II	10.07	10.62	11.25
Step III	10.78	11.37	12.09

The wage rates listed above shall be effective as of September 1st of each contract year. Employees in this wage classification shall advance a step after the completion of one (1) year's employment in this wage classification.

III. Red Circled Employee at Coldwater High School

	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
Current Employee's Wage	\$11.79	\$12.38	\$12.38

Wages shall be effective as of September 1st of each contract year. Employees who are transferred to this job from within this bargaining unit shall start at their wage rate in the old job. New employees shall start at Step I of the year employed.

IV. Insurance Benefits:

A. Health Insurance

In addition to the above stated hourly rate, those employees (spouse and children) who work at least thirty-eight (38) weeks and twenty (20) or more hours per week as their usual work assignment are eligible for the current hospitalization policy (Group No. 65398-001). This policy includes the ML Rider, X-ray and lab, and pays the first \$5. In addition, the Master Medical Plan is 90-10 co-insured with \$50 deductible for single persons and \$100 deductible for family.

In addition to the above coverage, the School shall provide a prescription drug rider (no co-pay) and the same dental health rider currently provided for the teaching staff for those employees who are eligible as stated above. Also, the following additional riders shall be provided:

- | | |
|------------|--------|
| 1. PP-NV-1 | 4. VST |
| 2. DC | 5. FAE |
| 3. CC-CLC | |

It is understood that the School reserves the right to select or change the insurance carrier, providing coverages are comparable to those specified above. Prior to changes in any insurance program or carrier, the School and Union shall meet to discuss any changes in coverages. It is understood that both parties shall mutually agree to any changes in coverages.

It is also understood that the Board shall have the right to institute a self-insured dental program providing benefits of the plan are the same as the current BC/BS plan. If a self-insurance program is instituted by the Board, all premium costs shall be borne by the Board.

B. Optical Insurance

It is agreed that the same optical insurance program given to the Coldwater Education Association will be given to employees providing the employee works twenty (20) or more hours per week. Benefits will be at the 100% level. It shall be the responsibility of the employee to sign up for this coverage with the school district's payroll office if they desire this coverage.

C. Life Insurance Benefits

Employees who qualify for hospitalization insurance shall receive the following term life insurance (AD & D) policy paid by the School. Coverage for the 1991-92 contract year shall begin thirty (30) days after this contract has been ratified.

All Years of This Contract
\$15,000

- D. If an employee's spouse has health insurance coverage with the School or chooses not to take monthly medical insurance (with all riders) and dental coverage, he/she may opt to choose a tax deferred annuity program in an amount of \$100 per month. It is understood that once this choice is taken, the employee will not be allowed to change back to health coverage until an open enrollment period takes place. If the employee so chooses this option, he/she must enroll in a T.S.A. program that is currently recorded as a company eligible for payroll deductions in the district's Payroll Office. If employees choose this option, they shall notify the district Payroll Office in writing. If a spouse becomes a non-covered person, they may enroll immediately. All T.S.A. payments will then stop immediately. If there is a necessary change in the middle of the month, all T.S.A. payments for the month will be returned to the district by the employee.

- V. The School District shall pay for physical examinations and x-rays when required by the Board of Education.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the respective offices and representatives thereunto duly authorized this 10th day of February, 1992 .

GLASS, MOLDERS, POTTERY, PLASTICS AND
ALLIED WORKERS INTERNATIONAL UNION, AFL,
CIO, CLC ON BEHALF OF ITS LOCAL 120B

COLDWATER COMMUNITY SCHOOLS

J. B. Brown
Union Representative

Shirley Rubin
President, Board of Education

Micki J. Zaleski
Chairperson

Margaret Carson
Vice-President, Board of Education

Susan Muckle
Committee Member

Richard Kuhn
Secretary, Board of Education

Linda Mitchell
Committee Member