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VAN BUREN ASSOCIATION
OF EDUCATIONAL SECRETARIES,
MEA, NEA

VAN BUREN PUBLIC SCHOOLS
1987-90

Van Buren Public Schools

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A G R E E M E N T

This Agreement entered into the 25th day of January, 1988, by and between the Board of Education of the Van Buren Public Schools, Belleville, Michigan, hereinafter called the "Employer," and the Van Buren Association of Educational Secretaries, MEA, NEA, hereinafter called the "Association."

ARTICLE I

PREAMBLE

The Employer and the Association hereby affirm their mutual interest in the development of education programs of the highest quality, consistent with community resources, for the benefit of the students and the social community.

This Agreement is entered into in furtherance of the mutual desire of the Association and the Employer to develop and maintain an atmosphere of mutual respect and to provide effective channels of communication and to promote harmony between the Employer and the Association.

ARTICLE II

RECOGNITION

Section 1. The Employer recognizes the Association as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours of employment, and other conditions of employment for all secretarial and office clerical employees in the bargaining unit with the following exclusions:

Secretary to the Superintendent of Schools
Secretary to the Director of Instruction
Secretary to the Director of Business Affairs
Secretary to the Director of Personnel

Section 2. All employees represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "employees," and reference to female personnel shall include male personnel so employed.

Section 3. During the term of this Agreement, the Employer agrees that it shall not enter into negotiations with any organization other than the Association concerning wages, hours of employment, and other conditions of employment for those persons covered by this Agreement.

ARTICLE III

PERSONNEL FILE

Upon reasonable advance notice, all employees shall have the right to review the contents of their own personnel file, with the exception of letters of reference or other materials to which the employee has previously waived access, or which may otherwise be exempt from disclosure under state or federal law. Employees shall also have the right to attach explanatory notes or letters to clarify those documents subject to disclosure in their personnel files.

ARTICLE IV

ASSOCIATION DUES AND/OR REPRESENTATION FEES

Section 1. Employees who are not members of the Association shall, as a condition of continued employment, tender a service fee established by the Association. Persons being considered for employment shall be informed of this condition of employment during a preemployment interview.

Section 2. Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, tender a service fee to the Association in accordance with applicable state and federal laws but which in no event may exceed the dues uniformly required to be paid by members of the Association (including local, state, and national dues); provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided for dues elsewhere in this Agreement. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Association Constitution and Bylaws. In the event that an employee shall not tender such service fee directly to the Association or authorize payment through payroll deduction as herein provided, the Employer shall, upon the written request of the Association, terminate the employment of such employee within thirty (30) days of receipt of the Association's request. The parties expressly

recognize that the failure of any employee to comply with the provisions of this Article is just cause for discharge from employment.

Section 3. If an employee in question denies that she has failed to pay the service fees or membership dues, then she may request and shall be granted a meeting with the Director of Business Affairs to review the question: Has she failed to pay the service fees or membership dues? The discharge of an employee for failure to pay Association dues or service fees shall not be subject to the grievance procedure.

Section 4. During the period of time covered by this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Association dues from the pay of employees who sign authorization forms. The Employer shall forward such payments to the Association. The Association accepts full responsibility for the authenticity of each authorization. Such dues will be payroll deducted on the second pay of each month for a ten-month period. It is understood that the Association will submit payroll deduction authorizations to the Employer's business office at least two (2) weeks in advance of the pay on which deductions are to be made.

Section 5. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel. The Employer shall give timely notice of such action to the Association and permit the Association's intervention as a party if it so desires. The Association will protect, save harmless and indemnify the Employer from any and all court costs, claims, demands, suits, judgments, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the Agreement.

ARTICLE V

HOURS OF WORK

Section 1.

A. The normal work week shall be thirty seven and one-half (37 1/2) hours, Monday through Friday. The normal work day shall be seven and one-half (7 1/2) hours, excluding a one-hour or one-half hour unpaid, uninterrupted lunch period. If an employee's lunch is interrupted due to job related reasons, she will be given equal time to complete her lunch period.

B. An employee shall be offered one of the following options when required to work in excess of the normal work week, i.e. thirty seven and one-half (37 1/2) hours in a seven (7) day period commencing at 12:01 a.m. Monday and ending at midnight the following Sunday:

1. Compensatory time off at the rate of time-and-one-half for each overtime hour, or part thereof, worked by the employee.
2. Compensation at the rate of time-and-one-half the employee's regular rate for each overtime hour, or part thereof, worked by the employee.

Compensatory time off shall be allowed to accrue to a maximum of 60 overtime hours (40 hours times 1.5), and must be taken by the end of the semester in which the time is accrued. Overtime for which the employee is to be provided compensatory time off shall be subject to advance approval of the employee's immediate supervisor. Overtime for which the employee is to be paid shall be subject to advance approval of the Director of Business.

C. Employees shall be paid double time for all hours they are required to work on a holiday.

Section 2. All employees shall be allowed one 15 minute relief period in the morning and one 15 minute period in the afternoon. Relief periods may not be accumulated.

Section 3. All Administration Building secretaries shall normally work from 8:00 a.m. to 4:30 p.m., Monday through Friday. Commencing the Monday after the school calendar is completed and ending the Friday before school reopens, all Administrative Building secretaries shall work the same hours of 7:30 a.m. to 4:00 p.m., with one hour for lunch.

Section 4. All School Building secretaries' hours of work may vary with the hours of the school day for their respective buildings and shall be determined by the Building Principal. The summer hours shall begin the week after the school calendar is completed and terminate the Friday before school reopens.

ARTICLE VI

ABSENCE

Section 1. Notification of expected absence shall be given to the immediate administrator or his designated representative prior to normal starting time.

Section 2. Absence of any employee who is directed not to report to work due to conditions, not within the control of school authorities, necessitating the closing of schools shall not be charged to loss in wages, personal business, or sick time. Any secretary requested by her supervisor to work on such a day will be awarded compensatory time at a later date, with the approval of her supervisor and the Director of Business. However, on days when schools are open, but an individual workplace is closed due to an administrative decision, the affected employee(s) may be transferred to another workplace without compensatory time.

Less than 261 day employees shall work days that must be rescheduled to meet the minimum student attendance requirements as required by law (currently 178 days). Employees shall not be paid twice for these days. Employees may request time off during any calendar extension and use personal business days. Such requests shall be reviewed and considered by the Director of Business who shall have the final authority in this instance to grant the request. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, all days when pupil instruction is not provided due to weather conditions not within the control of school authorities, it is agreed that the provisions of this paragraph shall be null and void.

Section 3. Employees shall be permitted to attend either one fall or one spring county meeting for educational secretaries during the year. Attendance shall be voluntary and will be on a rotating basis and shall not exceed one-half the number of employees in the bargaining group in each academic year. If less than the authorized number of employees request to attend a conference, an employee may attend both meetings. Requests to attend a county meeting shall be submitted to the Director of Business for his review and approval.

Up to three (3) employees shall be permitted to attend one state level and one national level meeting for educational secretaries per year. Attendance shall be voluntary and will be on a rotating basis. A committee of three (3), consisting of the President of the Association, one other officer in the Association and the Director of Business, shall be convened to make a selection if the number of applicants exceeds the number permitted to attend. Requests to attend state and national meetings shall be submitted to the Superintendent of Schools for his review and approval.

The Employer agrees to reimburse employees for all documented expenses incurred in attending county meetings, up to \$300.00 per employee for expenses incurred in attending state level meetings, and up to \$650.00 per employee for expenses incurred in attending national level meetings. Employees permitted to attend these meetings shall be given these days off with pay. Approved time off shall not be charged to the employee's accumulated leave time.

Section 4. Employees shall suffer no loss in pay to perform jury duty. The Employer will pay the difference between the employee's compensation for jury duty and her normal straight time earnings for all hours the employee is unable to work by reason of her appearance for jury duty. An employee shall report for her regularly scheduled work at all times when her appearance for jury duty does not conflict with her assigned work hours.

Section 5. Employees shall be reimbursed the tuition expense for courses taken to improve competency and skills on the job, provided that such courses have prior approval of the Superintendent or his designee, and are completed with passing grades. Tuition costs shall be reimbursed to the employee at the completion of the course by submitting the paid tuition bill and grade report to the Business Office.

ARTICLE VII

SICK LEAVE

Section 1. All employees shall be allowed sick leave for illness at the following rates:

	<u>Contract Days</u>	<u>Contract Days</u>	<u>Contract Days</u>
Employment Period:	201, 206 & 211	216 & 221	261
Sick Days Earned:	10	11	12

After five (5) years of service, such leave will be earned as follows:

Employment Period:	201, 206 & 211	216 & 221	261
Sick Days Earned:	12	13	15

Section 2. During the first year of employment, an employee shall have only earned sick leave available for use. For example, after one calendar month's employment the employee shall have one day available, after two months of employment, two days, etc. If the employee is absent in excess of earned sick leave, a deduction shall be made from the employee's salary.

Section 3. After the first year of employment, the employee shall be immediately eligible for sick leave amounting to her allotment for the current year, plus any days accumulated from the previous year.

Section 4. Credit shall be given an employee at the end of the service year for the unused portion of her sick leave allowance. Accumulation of sick leave days is unlimited. The base date from which all such service accumulations shall begin is July 1 of each year.

Section 5. Only absences which occur on days when an employee would normally be expected to be on duty shall be charged against the employee's sick leave allowance.

Section 6. An employee's absence due to the illness of her spouse or children shall be deducted from accumulated sick leave with no maximum. A maximum of five (5) sick days per year shall be allowed in the case of illness involving the employee's parents, parents-in-law or grandparents.

Section 7. Cost of physicals as requested by the Employer shall be paid for by the Employer.

ARTICLE VIII

PERSONAL BUSINESS

Section 1. There shall be an annual allotment of two (2) days with pay, not to be charged against sick leave, for the transaction of personal business. These two (2) days may be used without restriction.

Section 2. All personal business days for which an employee is eligible during the year, but does not use, shall be added to the sick leave days which have been accumulated on July 1 each year.

ARTICLE IX

BEREAVEMENT LEAVE

Section 1. An employee may use up to five (5) sick leave days for absence due to each death in the employee's immediate family. The immediate family shall include:

*Spouse	Parents	Brother	Grandparents
*Children	Parents-in-law	Sister	

*The above limitation on use of sick leave days does not apply in the case of death of spouse or children.

Section 2. An employee may use up to three (3) sick leave days for absence due to each death of any other relative or relative by marriage. If an employee has exhausted her sick leave, she shall be given a maximum of three (3) days off without pay.

Section 3. One (1) day with pay shall be allowed and charged against sick leave for the employee to attend the funeral of any other person. If an employee has exhausted her sick leave, she shall be given one (1) day off without pay.

ARTICLE X

LEAVE OF ABSENCE - PERSONAL ILLNESS/CHILD CARE

Section 1. The Employer, or its designee, shall grant a leave of absence for a period not to exceed a maximum of one (1) year to an employee who is unable to perform her regular duties because of personal illness, provided written certification of illness is received from a physician. Approved leave time shall begin when all earned time (sick/vacation/business days) is used and shall end upon the employee being certified by a physician as being able to return to work as provided in Sections 4, 5, and 7 below, or one (1) year, whichever is lesser. Such leave of absence shall be without salary, increments, sick leave, vacation time and all other benefits with the following exception. The Employer agrees to continue premium payments on health insurance for a period not to exceed one (1) year.

Section 2. A child care leave of absence shall be granted upon the filing of an application with the Director of Business no later than thirty (30) days prior to commencement of the leave. Exceptions to the notice requirement may be permitted where circumstances warrant. Said leaves of absence shall be for a maximum of one (1) year. These leaves may be extended for one (1) year with Employer approval. A child care leave shall be without salary increments, sick leave, vacation time and all other benefits.

Section 3. Upon returning from a leave of absence an employee shall be allowed to return to her same position, if it has not been eliminated or filled by a more senior employee. In the event the position in question has been eliminated or has been filled by a more senior employee, the returning employee shall be placed according to the Recall Procedure in Article XXIV.

Section 4. At the end of each leave for personal illness an employee shall furnish a written statement from her physician certifying that she is able to return to work.

Section 5. In the event the Employer questions the physician's certification when the request is made to take a leave for personal illness or return from such a leave, the Employer may, at its own expense, require the employee to be examined by a physician of its own choice.

Section 6. When possible, an employee shall give the Business Office thirty (30) days advance written notice of the date she expects to return to work from leave of absence, but in no event shall the employee provide less than three (3) days notice.

ARTICLE XI

HOLIDAYS

Section 1. The following days will be recognized and observed as paid holidays. To be eligible for paid holidays, employees must work or be on a paid day off (vacation day, personal business day, or sick leave) on the last scheduled work day before the holiday and the first scheduled work following the holiday. Paid holidays are:

Labor Day	Day before New Year's Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Easter Monday
Christmas Day	Memorial Day
Day after Christmas	Independence Day

Section 2. Whenever any of the aforementioned holidays occur on Saturday, Friday shall be observed as the paid holiday. When it falls on a Sunday, Monday shall be observed as the paid holiday.

ARTICLE XII

VACATIONS

Section 1. All full-time employees shall be entitled to paid vacation according to the following schedule:

<u>Length of Service*</u>	<u>Contract Day</u>	<u>Contract Days</u>	<u>Contract Days</u>
	201, 206 & 211	216 & 221	261
Up to one year	One (1) day per month worked for all groups		
1 year - 5 years	13	14	15
6 years - 10 years	18	19	21
After 10 years	21	22	24

*The vacation year is from July 1 to June 30. All new employees hired or or after October 1 through and including June 30 of any contract year shall be considered eligible for paid vacation in accordance with the 1 year through 5 years step of the schedule commencing with the second July 1 following their date of employment, at which time they shall be credited with one (1) service year. Those employees hired during the period July 1 through September 30 of any contract year shall be eligible for paid vacation in accordance with the 1 year - 5 years step of the schedule commencing on the first July 1 following their date of employment. On the sixth July 1 of an employee's date of employment, she shall be credited with completing the fifth service year. Credit for outside experience does not figure in vacation computation.

Section 2. Two hundred sixty-one (261) day employees may take earned vacation days anytime between July 1 and June 30 and shall have the option of taking pay for any portion of unused vacation time in lieu of time off at the end of the fiscal year. All other employees shall be permitted to exercise one of the following options:

A. Receive payment of one-half (1/2) of their earned vacation days with the first pay in December and the balance with the last pay in June.

B. Receive payment of all their earned vacation days with the last pay in June.

Section 3. When an employee terminates her employment, she shall be entitled to receive payment for vacation earned up to the time of such termination.

Section 4. Administration building secretaries on a twelve (12) month schedule shall use paid vacation days on the days between Christmas and New Year's (excluding holidays) when the building is closed. Notwithstanding the above, data processing and payroll coordinators may be required to report to work between Christmas and New Year's.

ARTICLE XIII

NOTICE OF TERMINATION OF EMPLOYMENT

Any employee who leaves the employ of the Employer, shall give at least two (2) weeks notice, in writing, to her immediate supervisor and the Superintendent.

ARTICLE XIV

JOB OPENINGS OR CHANGES

Section 1. Any regular full-time or part-time bargaining unit vacancy shall be posted in each building for a minimum of ten (10) calendar days during which time any employee may apply for said position. If a bargaining unit position is vacated at the end of the school year, every effort shall be made to post the position within ten (10) days after the employee's written notice of termination has been received by the Employer. Notices of position vacancies shall be mailed to regular employees who are not on duty during the summer months. A position that is not filled within sixty (60) days shall be reposted prior to the position being filled.

All employees who apply for a job opening within the bargaining unit shall be given the opportunity for an interview. The Employer reserves the right to consider an applicant's qualifications, merit, and ability when filling a position vacancy.

Section 2. If the Employer should deem it necessary to change the "service year" of a given job, the employee(s) affected shall be given every consideration for a position vacancy with the same "service year" as the job in question.

ARTICLE XV

CLASSIFICATIONS AND SALARIES

Section 1. The classifications and salary grades for employees included in the bargaining unit shall be as follows:

- A. Classification I (C-I) - Administrative Coordinator

- Bookkeeper/Accountant¹
- Payroll Coordinator¹
- Accounts Payable Coordinator¹
- Data Processing Coordinator¹
- Employee Benefits Coordinator¹

B. Classification II (C-II) - Administrative Secretary

- Building and Grounds Secretary¹
- Community Education Secretary¹
- Secretary to Sr. High Principal and Assistant Principal²
- Secretary to Middle School Principal and Assistant Principal²
- Secretary to High School Guidance Office²
- Secretary to High School Guidance/Media Center[^]
- Special Services Secretary³
- Secretary to Compensatory Education Office⁵
- Secretary to Community Education/Data Processing⁴
- Secretary to Elementary Principal⁵
- I.M.C. Secretary (Adm. Building)⁵
- Secretary to Athletic/Co-op Office⁵
- Secretary to Vocational Education/Media Center⁵

C. Classification III (C-III) - Secretary Clerk

- Receptionist¹
- Child Accounting⁵
- I.M.C. Clerk⁵
- High School Media Center⁶
- Middle School Media Center⁶
- Community Education Receptionist/Clerk (one-half (1/2) time position)⁶
- Special Services Clerk⁶

Notes:

¹261 day work year, less time off for paid vacations, holidays and other purposes as provided in this Agreement.

²221 day work year, less time off for holidays and other purposes as provided in this Agreement, with the exception of paid vacation for which the employee shall receive payment but no time off.

³216 day work year, less time off for holidays and other purposes as provided in this Agreement, with the exception of paid vacation for which the employee shall receive payment but no time off.

⁴211 day work year, less time off for holidays and other purposes as provided in this Agreement, with the exception of paid vacation for which the employee shall receive payment but no time off.

⁵206 day work year, less time off for holidays and other purposes as provided in this Agreement, with the exception of paid vacation for which the employee shall receive payment but no time off.

⁶201 day work year, less time off for holidays and other purposes as provided in this Agreement, with the exception of paid vacation for which the employee shall receive payment but no time off.

Section 2. Salary Schedules for the period extending from July 1, 1987, through and including June 30, 1990, for employees in the classifications referenced in Section 1 above shall be as follows:

1987-88
Hourly Rates

Classifications

<u>Step</u>	<u>C-I</u>	<u>C-II</u>	<u>C-III</u>
Starting	6.80	6.45	6.15
1	7.20	6.80	6.50
2	7.60	7.20	6.90
3	7.95	7.60	7.20
4	8.35	8.00	7.65
5	8.75	8.40	8.00
6	9.15	8.75	8.45
7	9.60	9.15	8.80
8	10.10	9.70	9.35
9	10.85	10.45	10.15

1988-89

<u>Step</u>	<u>C-I</u>	<u>C-II</u>	<u>C-III</u>
Starting	7.25	6.85	6.45
1	7.70	7.20	6.80
2	8.10	7.60	7.20
3	8.50	8.05	7.60
4	8.95	8.45	8.00
5	9.40	8.90	8.40
6	9.80	9.30	8.85
7	10.25	9.70	9.25
8	10.80	10.25	9.80
9	11.60	11.10	10.65

1989-90

<u>Step</u>	<u>C-I</u>	<u>C-II</u>	<u>C-I 11</u>
Starting	7.75	7.25	6.75
1	8.20	7.65	7.15
2	8.70	8.10	7.60
3	9.10	8.55	7.95
4	9.60	9.00	8.40
5	10.05	9.40	8.85
6	10.45	9.85	9.30
7	11.00	10.30	9.70
8	11.60	10.90	10.30
9	12.45	11.75	11.15

Section 3. All new employees shall be paid the Starting hourly rate during their probationary period. If an employee has no secretarial experience prior to her hire, at the end of her probationary period she shall continue at the Starting hourly rate until the July 1 next following the completion of her probationary period, at which time she shall advance to Step 1. Each July 1 thereafter the employee shall advance one step on the salary schedule.

If the new employee had outside secretarial experience prior to her hire, at the end of her probationary period she shall receive one-half credit for all such experience and be placed on the appropriate step of the salary schedule (not to exceed Step 5). Each July 1 thereafter the employee shall advance one step on the salary schedule.

The Employer may waive or reduce the probationary period for new employees who have had prior work experience with the Employer.

Section 4. Regular employees who work less than a twelve (12) month year shall have the option of receiving their pay spread over twenty-six (26) pay periods. On or before August 1 of each year, employees shall specify which pay option they prefer on a form provided by payroll. The pay option selected by the employee shall not be changed until the subsequent school year.

Section 5. Substitute employees, i.e., those employees temporarily replacing a regular employee or filling a position for a short period of time, shall be paid at the rate of the first step for the classification to which they are assigned. A substitute employee filling the same position for more than twenty (20) consecutive work days will be paid an additional fifty cents (\$.50) per hour, retroactive to the first day worked in that position. This payment continues as long as the substitute continues to work consecutive work days on any job following the twenty day qualifying assignment. The carry over privilege ceases when there is a break in the continuity of work of two or more days.

Section 6. Employees who work in excess of the contract days referenced in Section 1 above shall be paid on their appropriate step for the classification in which they are employed but shall not be eligible for any benefits, other than holiday pay, during their extended employment, over and above those benefits they would have otherwise received had their employment not been extended.

ARTICLE XVI

CLASSIFICATION COMMITTEE

Section 1. The Classification Committee shall consist of six (6) members; three (3) to be appointed by the Association and three (3) to be appointed by the Superintendent of Schools, or his designee.

NOTE: A minimum of five (5) committee members must be present for a meeting.

Section 2. The committee shall be consulted prior to the classification of a new position.

Section 3. The committee shall hear petitions for reclassification of existing positions, provided the following steps are completed:

A. Completion of the application for reclassification and/or classification (to be obtained from the Business Office).

B. Comments and counter-signature of immediate supervisor.

C. Appearance by said employee(s) and supervisor at a meeting of this committee to personally state their positions and answer questions of the committee.

D. The committee shall consider the request in private and respond in writing within one (1) week of the meeting. A minimum of four (4) members of the committee must approve an action for it to be effective.

E. The committee's decision shall be final and shall not be subject to further review for a period of one (1) year.

F. An employee must apply for reclassification prior to Easter Recess.

G. The committee shall meet once each year, the first Thursday after the Easter Recess, to consider all reclassifica-

tion requests. Reclassification requests must be resolved by the committee within five (5) working days from the date of the meeting.

Section 4. A Chairperson shall be selected by the committee from among its members.

ARTICLE XVII

INSURANCE

Section 1. The Employer shall provide Blue Cross/Blue Shield MVF-2, Master Medical Option 4, VAE/VST Rider, \$2.00 Co-Pay Prescription Drug Rider, or MESSA SUPER MED-11, with Blue Cross/Blue Shield Underwriter and MESSA Care Rider, health insurance.

Section 2. The Employer shall provide each full-time employee with \$30,000 term life insurance and \$30,000 accidental death and dismemberment insurance fully paid by the Employer. Each full-time employee shall have the privilege of purchasing an additional (optional) \$10,000 term life insurance on the payroll deduction plan. All non-MESSA employees shall be entitled to receive an additional \$5,000 in term life insurance.

Section 3. The Employer shall provide on an option basis an accident and sickness benefit policy which will pay up to a maximum of \$150.00 per week to each regular full-time employee who pays 40% of the annual premium. Failure on the part of an employee to pay her portion of the premium will render that employee ineligible for coverage under such policy. The insurance carrier is to be selected by the Employer. The terms and conditions of the insurance policy shall govern all conditions of eligibility for benefits.

Section 4. The Employer shall pay the premiums to provide the dental expense benefits referenced in Appendix A for each employee and her eligible dependents. Covered expenses and the maximum benefits for each covered member are referenced below:

Class I	80% to a maximum benefit of \$1,000
Class II	80% to a maximum benefit of \$1,000
Class III	80% to a lifetime maximum benefit of \$800

The Employer shall provide internal and external coordination of benefits. The insurance carrier shall be selected by the Employer. The terms, conditions, exclusions and limitations specified in the Employer's insurance policy shall govern eligibility for benefits.

Section 5. Any employee who is absent because of an illness or injury compensable under the Michigan Workers' Compensation law may elect, in the case where such illness or injury extends beyond the required waiting period, to draw upon her accumulated sick leave in an amount which, when added to her Workers' Compensation payment, does not exceed her regular take home pay at the time of illness or injury, exclusive of overtime and other supplemental compensation. The employee's sick leave balance shall be proportionally reduced by the amount of the Workers' Compensation payment above provided.

Section 6. Employees may use payroll deductions to participate in programs as may from time to time be approved for payroll deductions by the Employer.

Section 7. The Employer shall provide all regular full-time employees and their eligible dependents with optical care benefits presently referenced as F16326 in its agreement with the Washington National Insurance Company. The insurance carrier shall be selected by the Employer. Terms and conditions of the insurance policy shall govern all conditions of eligibility for benefits. The Employer agrees that if the level of optical care benefits is increased for other employees, it will enter into negotiations over the level of benefits herein provided within a reasonable period following a request of the Association.

Section 8. Regular full-time employees in the bargaining unit who voluntarily elect not to participate in or to discontinue Employer paid health insurance, may elect to have the Employer contribute \$750.00 to a tax sheltered annuity program (TSA) or, in the alternative, receive a direct payment in the same amount. Employees desiring the TSA shall state their election in writing to the Employer on enrollment forms provided by the Employer during the month of June for the following school year. Cancellation of the TSA program by an enrollee shall only be permitted in the case of an involuntary loss of spouse-provided health insurance. In the event of cancellation, the enrollee shall refund the Employer for one-half (1/2) of all the employer paid contributions for that fiscal year.

An employee who elects the TSA option shall designate one carrier of their choice from among the carriers listed with the Employer.

The Employer's contribution to the TSA or direct payment to the employee shall be made twice each year, with one-half (1/2) of the amount paid in December and one-half (1/2) of the amount paid in June.

Employees who terminate employment prior to the end of the school year, shall be entitled to a prorated contribution to the TSA or payment based on the number of days worked out of the total work days in the employee's standard work year.

ARTICLE XVIII

TRANSPORTATION

Employees shall be reimbursed for mileage at the rate of twenty-one (210) per mile when authorized to use their personal vehicle for school use.

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 1. Any employee considering herself aggrieved by a violation, misinterpretation or misapplication of this Agreement (excluding termination of employment which shall be governed exclusively by Section 2 below), shall, within twenty (20) work days of the occurrence of the event giving rise to the grievance, request a meeting with her principal or immediate supervisor to discuss and make an effort to resolve the grievance. (A grievance regarding an action by a Central Office Administrator may begin at Step 2.) If the grievance is not settled, the employee shall, within thirty (30) work days of the occurrence of the event that gave rise to the grievance, file a written grievance with the Association and the grievant's immediate supervisor or administrator. The grievance shall be handled as follows:

Step 1. Within five (5) work days of receipt of the written grievance, the Association and supervisor or administrator shall schedule a meeting and attempt to resolve the grievance. The immediate supervisor shall, within three (3) work days following the meeting, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

Step 2. If a satisfactory resolution of the grievance is not reached at Step 1, the Association shall, within five (5) work days of receipt of the decision at Step 1, submit the grievance to the Director of Business. The Director of Business and the Association shall schedule a meeting within five (5) work days and attempt to resolve the grievance. The Director of Business shall, within three (3) work days following the meeting, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

Step 3. If a satisfactory resolution of the grievance is not reached at Step 2, the Association shall, within five

(5) work days of receipt of the decision at Step 2, submit the grievance to the Board of Education. The Association and the Board of Education shall schedule a meeting no later than thirty (30) calendar days from the date the grievance is received so that the final appeal can be heard. The Board shall transmit its final determination to the grievant and Association within fifteen (15) calendar days following the meeting.

Section 2. A seniority employee who believes she has been terminated without just cause may file a grievance with the Director of Business within five (5) work days of the employee's and Association's receipt of notice of termination by the Employer.

Within ten (10) work days thereafter a meeting shall be scheduled to review the grievance. Within ten (10) work days following the meeting the Employer shall transmit a written response to the grievant and the Association.

If the Association does not agree with the Employer's disposition of the grievance, the Association may submit the grievance to final and binding arbitration subject to the following terms and conditions:

a. No grievance other than that concerning the termination of a seniority employee's employment shall be subject to arbitration.

b. No later than five (5) work days following receipt of the Employer's answer, the Association shall provide written notice to the Director of Business of its desire to submit the grievance to arbitration. If the parties cannot agree on the selection of an arbitrator within ten (10) work days following the Association's notice of intent to arbitrate, the Association shall, within twenty (20) work days of the Employer's answer, file a Demand for Arbitration with the American Arbitration Association, a copy of which shall be concurrently filed with the Director of Business. Selection of the arbitrator shall be in accordance with the rules and regulations of the American Arbitration Association.

c. If the grievance is not submitted to arbitration in accordance with the procedure and time limitations herein provided, the Employer's last administrative disposition of the matter shall be considered final and binding on the Association and employee(s) involved.

d. The arbitrator shall have no power to alter, add to or to subtract from the terms of this Agreement, nor shall he substitute his discretion for that of the Employer where such discretion has been retained by the Employer, nor shall he exercise any responsibility or function of the Employer. The arbitrator's decision, when made in accordance with his

jurisdiction and authority established by this Agreement, shall be binding upon the Employer, the Association, and the employees involved.

e. The fees and approved expenses of the arbitrator shall be shared by the Association and Employer equally. The Employer and the Association shall be responsible for compensating their own representatives and witnesses.

f. Regardless of how the arbitrator is selected, the arbitrator shall convene and conduct the hearing, render his/her award, and otherwise conduct the arbitration in accordance with Voluntary Labor Arbitration Rules of the American Arbitration Association through its conventional process.

g. No employee or group of employees, other than the Association, shall have the right to initiate an arbitration proceeding hereunder.

Section 3. Unless extended by mutual consent of the parties, the time limits specified herein shall be the maximum time allowed. Failure to comply with the time limits on the part of any administrative agent of the Employer shall permit the grievance to proceed to the next step. If a grievance is not initiated within the time limits specified herein or if a grievance is not appealed within the time limits specified herein, further processing of the grievance shall be barred and the grievance shall be considered either to have been settled in accordance with the last administrative disposition made by the Employer or to have been abandoned with the same effect as if it had been settled by the Employer's last disposition.

Section 4. The term "work days" when used in this Article shall refer to work days that are regularly scheduled during the work year for an employee who files a grievance.

ARTICLE XX

RETIREMENT

Section 1. Retirement of all employees shall be governed by the Michigan Public School Employees Retirement System.

Section 2. An employee retiring under the Michigan Public Schools Employee Retirement System and having fifteen (15) years of service with the Employer shall receive a one-time retirement grant. The retiree shall be paid at a rate of \$15.00 per unused accumulated sick day to a maximum of \$1,050.00.

ARTICLE XXI

SENIORITY

Section 1. New employees shall begin their probationary period as of the starting date approved by the Employer. The probationary period shall cover ninety (90) calendar days of employment and shall be extended by the amount of any intervening summer break and any paid or unpaid days of absence in excess of three (3).

Section 2. During the probationary period, the employee may be discharged without grievance at the discretion of the Employer. When an employee finishes the probationary period, she shall be placed on the seniority list as of the starting date approved by the Employer.

Section 3. Seniority shall be defined as the length of service with the Employer as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day.

In the event more than one employee has the same first day of work, the placement of such employees on the seniority list will be determined by a drawing of lots participated in by all affected bargaining unit members. The notice of the drawing, including date, place and time, will be provided in writing to the Association and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend and be carried out as soon as possible. The President of the Association or her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing.

Section 4. Seniority shall continue to accumulate during leaves of absence and during periods of lay off. Current seniority dates shall be frozen as of the ratification date of this agreement.

Section 5. In the event an employee is found working on a full-time job during a leave of absence, the employee shall be considered to have immediately resigned her employment.

Section 6. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement, transfer to a non-bargaining unit position, failure to accept recall according to contract guidelines, failure to return from an authorized leave of absence without permission or a reasonable excuse, or is absent for seven (7) calendar days without notice, permission, or a reasonable excuse.

ARTICLE XXII

REDUCTION IN FORCE

Section 1. The Employer reserves the right to reduce the work force provided such actions do not conflict with the terms of this Agreement.

Section 2, When there is a reduction in the work force, employees so affected shall be displaced or laid off in accordance with Section 3 of this article; provided, however, that in order to displace another employee the bumping employee must be qualified to perform the work.

Section 3. The employee whose position is being eliminated or who is being displaced shall be reassigned to a vacancy in her classification or, at her option, be placed in a vacant position in a lower classification. If there are no vacancies at the same or lower job classification, the employee may elect a voluntary layoff. If the displaced employee does not qualify for, or elect one of the options herein provided, said employee shall be reassigned or laid off in accordance with the following procedure:

a. The displaced employee shall be assigned to a position vacated through voluntary layoff of another employee occupying a position in the same classification.

b. The displaced employee shall bump into the position held by the least senior person in the same classification in her building or, if such a position does not exist, bump into the position held by the least senior person in the same job classification in the bargaining unit.

c. The displaced employee shall be placed in a vacancy in the next lower classification.

d. If no vacancy exists, the displaced employee shall bump the least senior employee in the next lower classification where there is a less senior employee.

e. Be placed on layoff.

Section 4. Employees in positions at a classification level higher than that held by the displaced employee shall not be permitted to elect a voluntary layoff.

Section 5. Once a position is claimed by the displaced person whose job has been eliminated, the next displaced employee shall continue with the bumping procedure outlined in Section 3 above.

Section 6. In the event of recall, the most senior employee on layoff shall be recalled to a position vacancy, in a classification equal to or lower than the classification last held prior to her layoff or any preceding displacement, and for which she possesses the necessary qualifications and abilities. If there is more than one vacancy for which an employee is eligible, the most senior employee subject to recall shall be offered a choice as to the position to which she shall be recalled. An employee may decline recall to a job that requires her to work less hours per day than the position held prior to layoff without waiving any recall rights under this Article.

Section 7. The recall period shall expire when the employee is returned to the classification from which she was originally displaced or when the duration of the displacement or layoff exceeds the amount of seniority which was earned by the employee prior to the layoff, or twelve (12) months, whichever is later.

Notice of recall shall be sent to the employee at her last known address by registered mail with a return receipt requested. If an employee declines a position to which she is recalled or fails to report to work within ten (10) working days from the date she receives notice of recall, she shall be considered to have voluntarily terminated her employment with the Employer unless time to return is extended by mutual agreement between the Association and the Employer.

Section 8. The Association and affected employee shall receive advance notice of any reduction in force affecting bargaining unit members. The Employer shall give thirty (30) days written notice of the reduction in force to the Association in normal situations to allow it an opportunity to meet with the Employer (or its representative(s)) to discuss the circumstances of the reduction and to discuss alternatives. The Employer shall give a two (2) week written notice of the reduction in force in emergency situations. In the event of a strike by another school district bargaining unit, the Employer may, upon twenty-four (24) hours notice to the Association, implement the reduction in force provisions of this Article.

NOTE: Ten (10) and twelve (12) month positions are treated as equal for the purposes of this Article. Persons who volunteer for voluntary layoff shall be recalled according to the procedures in Sections 6 and 7.

ARTICLE XXIII

DISCIPLINE AND DISCHARGE

Section 1. Disciplinary action or measures shall include the following:

- a. Oral Reprimand
- b. Written Reprimand
- c. Written Suspension
- d. Written Discharge Notice

Notwithstanding the foregoing, in cases of serious violation the Employer may immediately suspend an employee and schedule a meeting with the Association to consider disciplinary action up to and including dismissal where circumstances warrant.

Section 2. The intent of oral reprimand is to alleviate concern(s) or problem(s) with respect to the conduct or performance of an employee, not the harassment of an employee. No seniority employee shall be reprimanded orally or in writing, suspended, or discharged without just cause.

Section 3. An employee shall be entitled to have a representative of the Association present during any meeting in which disciplinary action will be taken by the Employer. When a request for such representation is made, no action shall be taken until a representative of the Association has been given reasonable opportunity to be present. A representative's time away from her regular position shall not be charged against her.

Section 4. In imposing any discipline on a current charge, the Employer shall not take into account any prior infraction resulting in a disciplinary penalty less than suspension which occurred more than three (3) years previously.

ARTICLE XXIV

EMPLOYER'S RIGHTS

Section 1.

A. The Employer retains the sole right to manage and conduct its operations and to comply with its obligations in accordance with the laws of the State of Michigan, the Constitution of the State of Michigan and of the United States, subject only to the condition that it shall not do so in any manner which constitutes a violation of any express term of this Agreement.

B. Without limiting to any extent the generality of the foregoing, solely for purposes of illustration, the Employer shall have the right to decide the number and location of schools and other facilities, schedule of classes, services and programs to be offered, selection of machinery and equipment, and amount of supervision necessary.

C. It is further recognized that the responsibility for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, promote or transfer, to determine the hours of work and the amount of overtime to be worked, to relieve employees from duty because of lack of work, financial constraints or for other legitimate reasons, is vested exclusively in the Employer subject to the provisions of the Agreement as herein set forth.

D. The Employer shall also have the right to promulgate at any time and to enforce any rules, policies and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the Employer so long as they are not inconsistent herewith.

Section 2. During the term of this Agreement no employee shall either directly or indirectly take part in or cause or attempt to cause any strike of any sort whatsoever, either complete or partial, against the Employer; furthermore, employees shall not engage directly or indirectly in any stoppage of work. Following an order by the Employer to cease such alleged actions, any employee who engages in any such prohibited conduct shall be subject to discipline up to and including discharge.

Section 3. During the term of this Agreement the Association agrees that neither it nor any of its representatives or members shall directly or indirectly engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act. The Employer also agrees that during the period of this Agreement it will not directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

Section 4. The Employer agrees that it will not lock out any employee in the bargaining unit during the period of this Agreement or during any period during which a successor Agreement is being negotiated by the parties. An employee may not be ordered to cross a picket line established by any other labor or organization if such action could adversely affect her personal safety.

ARTICLE XXV

GENERAL QUALIFICATIONS

The Employer agrees that neither it nor any of its representatives shall discriminate against any employee by reason of race, creed, religion, national origin, age, sex, marital status, political activities, or membership or participation in the lawful activities of the Association.

ARTICLE XXVI

DURATION

This Agreement is made this 25th day of January, 1988 by and between the Van Buren Public Schools and the Van Buren Association of Educational Secretaries, MEA, NEA, and shall remain in effect until June 30, 1990.

In witness thereof the parties hereto have executed this Agreement by their duly authorized representatives on the day and year as written above.

VAN BUREN ASSOCIATION OF
EDUCATIONAL SECRETARIES
MEA - NEA

BOARD OF EDUCATION, VAN BUREN
PUBLIC SCHOOL DISTRICT

James Carlson
MEA Representative

Robert R. Fowler
President

President

Secretary

LETTER OF UNDERSTANDING
BY AND BETWEEN THE VAN BUREN
ASSOCIATION OF EDUCATIONAL SECRETARIES,
MEA, NEA, AND THE VAN BUREN PUBLIC SCHOOLS

RE: ARTICLE V, HOURS OF WORK

It is hereby agreed by and between the Van Buren Association of Educational Secretaries, MEA, NEA, and the Van Buren Public Schools, that the administration may reduce the length of an employee's normal work day(s) by an amount equal to overtime hours worked within the same workweek so as to avoid the necessity of incurring an overtime pay or compensatory time off obligation. (For example, if an employee should work nine and one-half (9½) hours on Monday, he or she may be released two (2) hours early on Friday so that the total hours worked during the workweek do not exceed 37½ hours.)

In reducing an employee's normal work day(s) as herein provided, the supervisor shall defer to the reasonable preference of the affected employee in the scheduling of reduced hours, to the extent it can be arranged without undue disruption to office operations.

VAN BUREN ASSOCIATION OF
EDUCATIONAL SECRETARIES,
MEA, NEA

VAN BUREN PUBLIC SCHOOLS

Name Title

Name Title

(Date)

(Date)

Name Title

LETTER OF UNDERSTANDING
BY AND BETWEEN THE VAN BUREN
ASSOCIATION OF EDUCATIONAL SECRETARIES,
MEA, NEA, AND THE VAN BUREN PUBLIC SCHOOLS

RE: 1987-88 AMENDMENTS TO
THE ACADEMIC CALENDAR

The Van Buren Association of Educational Secretaries, MEA, NEA, and the Van Buren Public Schools, hereby settle with finality Association Grievance No. _____ based on the parties' agreement and understanding that the nine (9) employees who were directed not to report for work during the period the Van Buren Public Schools were closed as a result of the 1987 teachers' strike, shall not suffer a reduction of their standard work year (as referenced in Article XV of the parties' collective bargaining agreement) by reason of said action.

VAN BUREN ASSOCIATION OF
EDUCATIONAL SECRETARIES,
MEA, NEA

VAN BUREN PUBLIC SCHOOLS

Name Title

Name Title

(Date)

(Date)

Name Title

