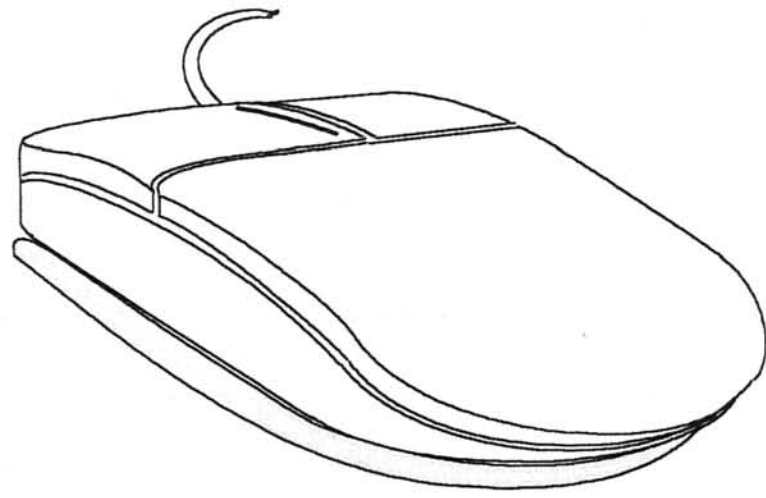


**Bedford Public Schools
Bedford Secretarial Association
(BSA)
MEA/NEA
Master Agreement
1998-2001**



Bedford Public Schools

Table of Contents

<u>Title</u>	<u>Article Number</u>	<u>Page Number</u>
Agreement		1
Board's Rights	III	3
Changes in Employee Policies	XVI	12
Disciplinary Action and Discharge	XII	9
Duration of Agreement	XXX	23
Employee's Rights	II	1
Evaluation	XXVII	21
Grievance Procedure	XXIII	17
Holidays	V	5
Hours of Work	VIII	7
Inclement Weather	IX	7
Inservice Training	XXI	16
Insurance Protection	XX	14
Jury Duty	XXII	17
Leave of Absence	XVII	12
Longevity	XXVI	20
Miscellaneous	XXIV	19
Nepotism	XXV	20
Overtime	VI	6
Personal Attire	XXIX	23
Recognition	I	1
Resignation	XIII	10
Responsibility	X	8
Retirement	XIV	10
Schedule "A"		22
Seniority	XV	10
Sick Leave	XVIII	13
Student Assistance	XXVIII	21
Vacancies and Promotions	XI	8
Vacation Time	VII	6
Wages	IV	4
Worker's Compensation	XIX	14

AGREEMENT

This agreement entered into this first day of July 1, 1998, by and between the Board of Education of the Bedford Public Schools, hereinafter called the "Board" and the Bedford Secretarial Association MEA/NEA (Michigan Education Association/National Education Association), hereinafter called the "Association".

WITNESSETH

Whereas, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the recognized organization as the representative of its secretarial personnel with respect to hours, wages, terms, and conditions of employment.

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

ARTICLE I - Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Act 379, Public Acts of 1965, for all personnel engaged in secretarial and clerical work including bookkeepers, payroll personnel, secretaries, and switchboard operators, but excluding the Secretary to the Superintendent of Education and the Secretary to the Assistant Superintendent of Program and Personnel Administration.
- B. All personnel represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "secretaries," and reference to female personnel shall include male personnel.
- C. The Board agrees not to negotiate with any secretaries' organization other than the Association for the duration of this agreement.

ARTICLE II - Employee's Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every secretary shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for their mutual aid and protection. As duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, coerce any secretary in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitution of Michigan and the United States. That it will not discriminate against any secretary with respect to hours, wages, any terms or conditions of employment by reason of her/his membership in the Association, her/his participation in any activities of the Association, or collective professional negotiations with the Board, or her/his institution of any grievance,

complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

- B. The Board agrees to deduct the Association dues once each month for ten (10) months beginning September and ending in June, from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employer by the treasurer of the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the treasurer by the first of the succeeding month, after such deductions are made. This authorization shall be irrevocable during the term of this agreement. In the event the secretary does not authorize payroll deduction or make payment directly to the Association, the Board shall notify such secretary of termination of her/his employment ten (10) working days hence unless she/he complies with the terms of this agreement.

The Association will save the Board harmless from all cost resulting from this action.

Authorization for Payroll Deductions

I hereby request and authorize you to deduct from my earnings an amount established by the Association as annual dues. The amount deducted shall be paid to the treasurer of the Association.

By: _____
(name)

To: _____
(employer)

Effective
Date: _____

- C. The Board specifically recognizes the right of its secretaries appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC) or mediator for such public agency or an arbitrator appointed pursuant to the provision of this agreement.
- D. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings under the same policies as other organizations in the District.
- E. Reasonable use of the inter-school mail, school typewriters, computers, and school duplicating machines shall be made available to the Association and its members for notices and news of Association business. The Association shall pay for the cost of all materials and supplies incident to such use.

- F. Stationery and stamps are not provided to the secretaries for use in conducting personal business.

School telephone use will be allowed only in emergency situations. Secretaries will be required to place all long distance calls on their personal telephone credit cards, etc., at no cost to the District.

- G. The private and personal life of any secretary is not within the appropriate attention or concern of the Board except as it impinges upon her ability to do her/his job.

- H. The Association will be given five (5) non-accumulative days each year to use for Association business.

The Association will be given ten (10) days to be used for collective bargaining purposes only upon mutual agreement. Request for any of these days shall be made to the Assistant Superintendent of Program and Personnel Administration at least three (3) in advance. Up to three (3) members, designated by the President, shall be released with no loss of pay, to attend any single event.

ARTICLE III - Board's Rights

- A. The Board, on its own behalf and on the behalf of the electors of the School District, hereby retains and reserves unto itself, all the powers, rights and authority, duties and responsibilities conferred upon and invested in it by law, and all rights and prerogatives not exclusively limited by the terms of this agreement, and shall include by way of illustration, and not by way of limitation, the right to:

1. manage and control the school's business, the equipment, and the operations;
2. continue its right of assignment and direction of work of all its personnel, determine the hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify, or change any work or business hours or days, not otherwise provided in this Master Agreement;
3. hire, promote, suspend, discharge employees, transfer employees, assign job related work or extra job related duties to employees, the distribution of work, determine the size of the work force, and to lay off employees;
4. determine the services, supplies, equipment necessary to continue its operations, and determine the methods and processes of carrying on the work;
5. adopt rules and regulations;
6. determine the qualifications of employees;

7. determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-divisions thereof, and the relocation or closing of offices, departments, divisions or sub-division, buildings, or other facilities;
 8. determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
 9. determine the size of the management organization, its functions, authority, amount of supervision, and table of organization; and
 10. determine policies affecting the selection or training of employees.
- B. It is further recognized that the Board, in meeting such responsibility and in exercising its powers and rights, acts through its administrative staff.
- C. The Board shall continue to have the exclusive right to establish, modify, or change any conditions, as expressed above, except those covered by provisions of this Master Agreement.
- D. This listing of specific management rights in this agreement is not intended to be, nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

BEDFORD SECRETARIAL ASSOCIATION
ARTICLE IV - Wages

Hourly Wage - July 1, 1998, through June 30, 1999 (increase of 2.5%)

<u>STEP</u>	<u>LEVEL A</u>	<u>LEVEL B</u>	<u>LEVEL C</u>
1	\$11.91	\$11.31	\$10.69
2	12.18	11.57	10.98
3	12.49	11.89	11.28
4	12.83	12.23	11.60
5	13.11	12.51	11.92
6	13.43	12.79	12.18
7	13.70	13.13	12.55
8	14.36	13.77	13.16

Hourly Wage - July 1, 1999, through June 30, 2000 (increase of 2.5%)

<u>STEP</u>	<u>LEVEL A</u>	<u>LEVEL B</u>	<u>LEVEL C</u>
1	\$12.21	11.59	10.96
2	12.48	11.86	11.25
3	12.81	12.19	11.56
4	13.15	12.53	11.89
5	13.44	12.82	12.22
6	13.76	13.11	12.48
7	14.05	13.46	12.86
8	14.72	14.11	13.49

Hourly Wage - July 1, 2000 through June 30, 2001 (increase of 2.5%)

<u>STEP</u>	<u>LEVEL A</u>	<u>LEVEL B</u>	<u>LEVEL C</u>
1	\$12.51	\$11.88	\$11.23
2	12.79	12.16	11.53
3	13.13	12.49	11.85
4	13.48	12.85	12.19
5	13.77	13.14	12.52
6	14.11	13.44	12.79
7	14.40	13.79	13.18
8	15.09	14.46	13.83

Michigan Retirement and Federal Insurance Contributions Act (FICA) increases will be paid by District (1998-2001).

JOB CLASSIFICATION FOR OFFICE PERSONNEL - See Schedule A on page 22.
Step (defined as an employee's completion of a calendar year of employment, i.e. anniversary date).

ARTICLE V - Holidays

The following days shall be paid holidays:

Labor Day
Thanksgiving and day after
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day

and Independence Day as it affects the regular employees working over the holiday period. Employees on leave of absence without pay shall not be paid for holidays occurring during said leave.

ARTICLE VI - Overtime

- A. Overtime is defined as time assigned and worked beyond eight (8) hours per day or forty (40) hours per week.

Overtime work will be compensated for at one and one half (1 1/2) times the employee's regular hourly rate.

- B. A minimum of two (2) hours overtime credit will be paid for call back time for evening, Saturday, Sunday or holiday work which is authorized even if less than two (2) hours of service is rendered.

ARTICLE VII - Vacation Time

- A. Vacation days shall be computed according to the following schedule. Each five (5) week block of employment shall be given credit toward vacation days according to the following index:

Zero (0) through six (6) years of service	One (1) day per five (5) week block of employment
---	--

Over six (6) years but less than fourteen (14) years of service	One and one half (1 1/2) days per five (5) week block of employment
--	--

Fourteen (14) years of service and over	Two (2) days per five (5) week block of employment
--	---

An employee who is in continuous employment for six (6) months shall have all of their employment count toward vacation days. No secretary shall receive vacation days until after six (6) months of employment.

- B. The term "days," when used in this section, shall be working days.
- C. Permission to use accumulated vacation day(s) must be secured from the immediate supervisor/administrator.
- D. Twelve (12) month employees will receive two (2) added vacation days to be posted July 1 of each year.
- E. Bedford Secretarial Association employees (less than twelve (12) months) **may carry over up** to a maximum of five (5) unused, accrued vacation days from year to year. Bedford Secretarial Association employees working yearly assignments of less than twelve (12) months shall be paid for any additional unused, accrued vacation days at the end of their yearly assignment.

Credit for week(s) worked in an incomplete "vacation block" will be carried to the following year (Bedford Secretarial Association employees working less than twelve (12) months).

ARTICLE VIII - Hours of Work

- A. The hours of regularly scheduled work days shall be established by the administration and shall not exceed eight (8) hours per day for any classification. The normal work week shall not exceed forty (40) hours per week, Monday through Friday, for any classification. The time worked beyond eight (8) hours per day or forty (40) hours per week shall be paid at the overtime rate which shall be one and one half (1 1/2) times the employee's regular hourly rate. Any new position established by the Board shall not be limited to the Monday through Friday work week.
- B. The administration reserves the right, as operational needs and conditions require, to establish and change hours of work, shifts, and schedule of hours in cases of emergency, such as: fire, tornado, flood, or explosion that directly affects operational procedure of the school.
- C. All **full time** secretaries shall be entitled to a duty free, uninterrupted thirty (30) minute lunch period.
- D. Full time secretaries will be provided a fifteen (15) minute paid relief time in the morning and in the afternoon. This shall not be reduced by minimal time used for personal business, restroom breaks, etc. These breaks may be used in conjunction with lunch with the **approval** of the supervisor.
- E. Summer hours: Twelve (12) month position eight (8) hour per day employees shall have one (1) hour for lunch and a seven (7) hour work day with no reduction in pay during the time ten (10) month employees are not scheduled to work.
- F. When students are not in session, all secretarial employees shall be allowed one (1) hour for lunch with no reduction in pay.
- G. Employees working more than five (5) hours per day will have one (1) thirty (30) minute duty free uninterrupted unpaid lunch period. Employees working four (4) hours or more will receive one (1) fifteen (15) minute paid relief time.
- H. When a ten (10) month secretary is called to substitute, she shall work "Summer Hours" and have one (1) hour for lunch as described in Article VIII, sections E and F of the Bedford Secretarial Association Contract.

ARTICLE IX - Inclement Weather

- A. On extremely hazardous driving days when school has been delayed or called off, secretaries will be given a maximum of two (2) hours leeway to report to work before being docked providing notification is given.

Upon a secretary being delayed, the secretary shall contact her/his immediate supervisor(s) or the District absence notification number. Every effort and reasonable attempt shall be made by the secretary to not be delayed by inclement weather on school delays or cancellation. The maximum use of two (2) hours leeway to report to work is not automatic when school is delayed or canceled.

- B. Should a school day be called off because of inclement weather, it is understood that a personal business day, vacation day, or day without pay may be used upon approval in the event it is impossible for a secretary to get to work.
- C. Hourly employees are to report to work as scheduled on inclement weather days and Act of God Days, and will be paid for actual time worked, subject to Section A of this article.

ARTICLE X - Responsibility

Secretaries shall be directly responsible to their immediate superior, her/his assistant, and all administrators so designated by the Superintendent of Education or the Assistant Superintendent of Program and Personnel Administration.

ARTICLE XI - Vacancies and Promotions

- A. All vacancies and newly created positions on the secretarial staff will be posted by the Personnel Office and a copy sent to each member of the Association. This includes any position of more than four (4) weeks duration regardless of the number of hours worked, but does not include student help.
- B. When vacancies occur, they may be filled by giving preference to members of the Bedford Secretarial Association wishing to transfer to the vacant position(s). All secretaries applying within the posted period will be granted an interview. All secretaries are encouraged to train and prepare for vacancies. All applicants from within the system shall be interviewed within ten (10) working days of the ending of the posting period. When internal and external interviews occur, the internal applicant(s) will be interviewed first. If the internal applicant(s) is not selected for the position following the entire interview process, they shall be sent a written explanation from the Assistant Superintendent of Program and Personnel Administration stating the reason(s) immediately following the appointment of the position.
- C. No vacancy shall be filled, except on a temporary basis in case of emergency, until such vacancy shall have been posted at least five (5) school days from the date of distribution during the school year and within seven (7) calendar days from the date of distribution during the non-school months. In the event an employee is absent during the posting period, and desires to apply for the vacancy, the Union President or designee may submit an application on the employee's behalf during the five (5) day posting period.
- D. A regular employee temporarily assigned to a position in a higher classification shall be paid at the appropriate step and classification for the position to which she/he is temporarily assigned.
 - 1. When the employer chooses to temporarily assign an employee to a position in a higher classification, she/he shall perform all duties/responsibilities of that respective position.
 - 2. Before receiving compensation at the higher rate, the employee temporarily assigned to a position in a higher classification shall be assigned in that position a minimum of four (4) or more consecutive hours.

3. This section is applicable only when an employee is temporarily assigned to a position of higher classification to replace, not assist/help/aid the secretary in a higher classification, in which case no additional compensation will be granted as assisting others is an expectation of the job.
- E. Notification of all appointments shall be sent to each member of the Association by the President of the Association/Assistant Superintendent of Program and Personnel Administration following the appointment.
- F. Any probationary employee or regular employee may not make formal application on another District Bedford Secretarial Association position/vacancy until one (1) calendar year in the current position. Special or unusual circumstances may exist, whereby mutual consent of the employee and employer may grant special approval.
- G. The parties recognize the importance of providing training to secretaries who accept new positions within the District.

The Board agrees that when a secretary transfers to a new position, the supervising administrators will work cooperatively to ensure a smooth transition. Within the first thirty (30) days after the transfer, the new secretary will be given the opportunity to train with the secretary who previously held the position whenever practical on an as needed basis.

Upon conclusion of the first thirty (30) days, training will be addressed whenever necessary.

ARTICLE XII - Disciplinary Action and Discharge

- A. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the Association if the employee is a member of said Association. Among the causes which shall be deemed sufficient for dismissal, suspension, demotion, or disciplinary action are:
 1. unauthorized or excessive absence from work,
 2. commitment or conviction of any felony criminal act,
 3. conduct unbecoming an employee in public service,
 4. disorderly or immoral conduct,
 5. incapacity due to mental or physical disability as certified by an appropriate medical authority,
 6. incompetency or inefficiency,
 7. insubordination, violation of any lawful regulation or order made by a supervisor,
 8. bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating liquor in any degree whatsoever,
 9. neglect of duty,
 10. negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment,
 11. willful violation of any provisions of this contract,
 12. deliberate falsification of records and reports,
 13. violation of the District's Smoking Policy, or
 14. conviction of a misdemeanor or felony regarding pedophile.

- B. A secretary facing discharge shall be given a notice in writing stating the reason or reasons for discharge.
- C. In the event any secretary receives written notice for discharge and believes she has been unjustly dealt with, such notice shall constitute a case to be handled in accordance with the grievance procedure. (See Article XXIII.)

ARTICLE XIII - Resignation

- A. Any secretary resigning shall file a written resignation with the Assistant Superintendent of Program and Personnel Administration at least ten (10) working days prior to the effective date.
- B. Any secretary who discontinues her services does not forfeit her right to earned vacation time.
- C. Secretaries resigning after ten (10) or more years will be paid ten dollars (\$10) for each unused sick leave day not to exceed seventy-five (75) days.

ARTICLE XIV - Retirement

- A. Upon retirement, under the provisions of the Michigan Public Schools Employees Retirement System, a secretary will be paid at the rate of thirty-five dollars (\$35) per day for all unused sick leave days up to a maximum of three thousand five hundred dollars (\$3,500).
- B. Upon death, while in the employ of the Board, the total sum of earned vacation days accumulated shall be paid to the spouse, children, or estate of the deceased.
- C. Upon death, while in the employ of the Board, the sum of the accumulated sick days shall be paid to the spouse, children, or estate of the deceased as provided in paragraph A.

ARTICLE XV - Seniority

Seniority means a secretary's length of service with the Bedford Public School System from her/his first date of hire as an employee covered by this agreement.

- A. Seniority shall be granted to all employees covered by this Master Agreement.
- B. All new employees shall be considered probationary for sixty (60) work days from date of hire. During such probationary period, employees may be discharged without constituting a breach of this agreement, except as provided in the non-discriminatory clause. At the end of their probationary period, employees shall be placed on the seniority list, as of their first day of hire.
- C. An employee shall be terminated and lose her/his seniority within all classifications if:
 - 1. the employee quits;

2. the employee is discharged and not reinstated through the grievance procedure;
3. the employee fails to report for work on the first regularly scheduled work day in which the employee is scheduled to report back to work, following a leave of absence, or fails to secure an approved extension of a leave of absence. Mitigating circumstances will be considered by the Board;
4. the employee falsifies personnel records, medical history, criminal record, or falsifies the reason for a leave of absence; or
5. the employee is employed elsewhere during a leave of absence without the knowledge of the employer.

D. LAYOFF shall begin with:

1. Probationary employees;
2. Employees with the least amount of service (seniority).
3. a) For secretaries hired before November 1, 1983:

If a secretary's position is eliminated, the secretary may bump into a position in another classification, provided the secretary has greater seniority than the individual being bumped, and provided the employee has the necessary qualifications and ability to perform the job.

- b) For secretaries hired after November 1, 1983:

The secretary may bump into a position in the same classification or a lower rated classification provided the secretary has greater seniority than the individual being bumped, and provided the employee has the necessary qualifications and the ability to perform the job.

- c) The more senior employee seeking to bump a less senior employee in accordance with this section must give notice of intent to exercise her/his bumping rights five (5) days prior to her/his termination date by submitting in writing her/his intent to the Personnel Office. Each bumped employee may exercise bumping rights in accordance with this section within three (3) days by submitting in writing her/his intent to the Personnel Office. If the employee fails to give such notice she/he will forfeit her/his right to exercise seniority in the above manner and must take the layoff.
4. Secretaries involved in the bumping procedure shall serve a probationary period of forty-five (45) working days from the date of hire in the new position. Decision regarding performance shall be made by the immediate supervisor and the personnel coordinator. A secretary who bumps into a position but is unsuccessful in completing the probationary period shall be eligible to bump laterally or downward again.

5. Any secretary facing layoff shall be given a two (2) week notice in writing except in case of strikes by other employee groups and other factors beyond the control of the Board.
6. The Board's decision to reduce staff or close facilities during student vacation periods is not to be affected by the layoff clause.

E. RECALL:

1. Employees shall be recalled according to seniority in the inverse order of layoff, provided said employee to be recalled has the necessary qualifications and the ability to perform the job.
2. A secretary who has been laid off will be notified of recall to work by certified mail. In the event a secretary fails to make herself/himself available for work at the end of fifteen (15) working days, she/he will lose her/his seniority rights. Any secretary who has been laid off for one (1) year must give evidence of fitness for employment before being re-employed.

- F. An up-to-date seniority list shall be provided to the President of the Association, semi-annually, by the Board.

ARTICLE XVI - Changes in Employee Policies

Any change in employee policies not directly affecting wages, hours, or conditions of employment as stated in this agreement will be handled in the following manner:

1. Discussion between the Assistant Superintendent of Program and Personnel Administration and the President of the Association regarding proposed changes in employee policies.
2. Notification of any changes in employee policies affecting secretaries will be sent to each secretary indicating the date on which the change will become effective.

ARTICLE XVII - Leave of Absence

- A. A secretary desiring a leave of absence shall present in writing to her/his immediate supervisor her/his request for a leave at least ten (10) days prior to the effective date, indicating the reason for her/his request and the length of time required. In case of emergency, the required waiting period may be waived. No leave shall be granted for longer than a six (6) month period except in cases of illness. Leave of absence for other than illness may be granted at the discretion of the immediate supervisor. Any secretary on leave without pay will not receive fringe benefits but her/his seniority will not be impaired.
- B. The granting of a maternity leave shall be in accordance with Federal law.

- C. The parties agree there may be personal conditions or circumstances which may require a secretary's absence. The Board agrees to grant a maximum of two (2) days per school year with pay to be used under the following conditions:
1. This leave shall be used only in situations of urgency, for the purpose of conducting business which cannot be transacted on the weekend, after working hours, or during vacation periods.
 2. Secretaries desiring to use such leave shall notify the Personnel Office on the form provided by the Board at least three (3) working days in advance of the anticipated absence, except in cases of emergency. In the case of emergency, the secretary shall apply as soon as possible.
- In the event some unusual circumstance should necessitate the use of a personal business day on a day otherwise covered in this paragraph, special permission shall be requested from the Assistant Superintendent of Program and Personnel Administration.
3. Such leave shall not be used for seeking other employment, rendering service or working either with or without remuneration for themselves or for anyone else, for hunting, for fishing, or other vacation or recreational activities. It is further understood such leave shall not be granted for the first day or the last day of the school year, nor on the working day immediately preceding or following a vacation period, school break, unpaid leave of absence, or holiday.
 4. No less than one half (1/2) personal business day may be used at any one time.
- D. Unused personal business days shall be added to accumulated sick leave days at the end of each contract year, except that up to one (1) shall be carried over to create up to three (3) for the following year. Upon retirement, all unused personal business days shall be added to sick leave days.

ARTICLE XVIII - Sick Leave

- A. Sick leave is earned as follows: One (1) day sick leave per calendar month worked provided no less than ten (10) days are worked in the month. Sick leave is allowed for personal illness and a secretary may accumulate an unlimited number of sick leave days.
- Any secretary having no absence chargeable against her earned sick leave days and having taken no time off without pay shall receive a bonus of one vacation day posted to her account on December 31 for the period July 1 to December 31, and one vacation day posted to her account on June 30 for the period January 1 to June 30. (Time off without pay directed by the Board shall not affect this article.)
- B. 1. Leaves of absence with pay not chargeable against the employees' sick allowance shall be granted for the following reasons:
- A maximum of five (5) days per occurrence for a death in the immediate family. Immediate family shall be defined as spouse, child, mother, stepmother, father, stepfather, grandchild, sister, brother, father-in-law, mother-in-law, grandparent, or a dependent of the immediate household residence. A maximum of two (2)

days for death of sister-in-law, son-in-law, daughter-in-law, brother-in-law, aunt, or uncle.

In the event additional time off or time off for the funeral of other family members not listed above or non-family members is required, such time off, not to exceed two (2) days, may be granted at the discretion of the Assistant Superintendent of Program and Personnel Administration and shall be chargeable to the secretary's accumulated sick leave, personal, or vacation days.

2. Leaves of absence with pay chargeable against the employees' sick leave allowance shall be granted for the following reasons:

A maximum of three (3) days per occurrence for critical illnesses in the immediate family. Immediate family shall be defined as spouse, child, mother, stepmother, father, stepfather, grandchild, sister, brother, father-in-law, mother-in-law, grandparent, or a dependent of the immediate household residence.

- C. The Board reserves the right to require a doctor's certificate or other evidence of illness.
- D. Days already accumulated by a secretary prior to the adoption of this policy shall remain in force.
- E. Transfer shall not impair a secretary's accumulated sick leave.
- F. The Board and the Association agree that pursuant to Article XVIII-A, in order for a secretary to receive a bonus day posted to her account on December 31, or June 30, she must have worked continuously during the preceding six (6) month period. In the event a newly hired secretary has not worked continuously during the preceding six (6) month period, she will not be eligible to earn a bonus day until the subsequent six (6) month period begins. This language shall not be construed so as to render secretaries who work less than twelve (12) months ineligible to receive a bonus day.

ARTICLE XIX - Worker's Compensation

Absence due to injury or illness incurred in the course of the secretary's employment shall not be charged against her sick leave days. The Board shall pay to such secretary the difference between her salary and the benefits received under the Michigan Worker's Compensation Act, beginning when the insurance company starts the payment of benefits and for a period of six (6) calendar months following the date of injury.

ARTICLE XX - Insurance Protection

- A. All secretaries shall be eligible for health insurance coverage equivalent to MESSA Super Care I. The School District reserves the sole right to select the insurance carrier or, if self insurance, the administrative service organization. Such health insurance coverage shall include the eligible immediate dependents of the secretary. Members shall be reimbursed for deductibles in the amounts of fifty dollars (\$50) per year per covered person up to one hundred dollars (\$100) per year per family. Annual health reimbursement payments are

given to the employee upon verification of reaching deductible (Accounts Payable separate check).

- B. If the employer elects to provide health insurance by way of self-insurance, the Board shall pay the full insurance premiums. **The employee shall continue to be responsible for any deduction or co-pay as stated in the insurance plan specified above. (Example: \$2.00 on a prescription.)**
- C. If an employee elects not to take the health insurance, the Board shall provide dental coverage equivalent to Delta Auto +008 and vision coverage equivalent to MESSA Vision Care Plan 2.
- D. Secretaries electing not to receive health insurance benefits shall be provided by the Board an amount of one hundred and twenty-five (\$125.00) dollars per month to be used for a mutually approved tax sheltered annuity, savings bonds, cash, or for other insurance cost per payroll deduction. This is in lieu of health insurance benefits and may be used at the employee's discretion.

The amount of cash payment received may be applied per pay by the secretary into a tax-deferred annuity of a Board approved carrier of the member's choice. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

The program will be effective December 14, 1995. Benefits currently being provided to a bargaining unit member shall continue in this Collective Bargaining Agreement. Should the parties negotiate changes in the Collective Bargaining Agreement after the effective date of the Plan, the Plan document shall be amended to reflect these changes.

The employee will be responsible for all applicable taxes (federal, state, local, and F.I.C.A.) and the Board will be responsible for the employer F.I.C.A.

All cost relating to the implementation and administration of benefits under this program shall be borne by the Employer.

- E. The employer will pay the full premium for dental coverage. The Board reserves the sole right to select the dental carrier or, if self insurance, the administrative organization.
- F. The employer will pay a maximum of two (2) months insurance premium during the time a secretary is on leave without pay when a secretary is sick or injured and has exhausted her/his sick leave and vacation leave.
- G. All medical examinations and/or tests required by the Board of Education of the State of Michigan shall be at the Board's expense.
- H. If a secretary is laid off, the Board will pay one (1) month insurance premium.
- I. Insurance premiums (Health/Dental/Optical), and the monetary sum per month in lieu of health insurance (Section F of article) for part-time employees will be pro-rated.
- J. Upon request of the employee, sick days may be frozen when an employee will be absent because of an illness or injury of eight (8) or more days, while the employee utilizes her/his

short term disability insurance. The employee shall inform the Personnel Office in writing, prior to the eighth (8th) day or prior to the twenty-ninth (29th) day they are absent, of their intention of freezing their sick days. In the event written notification is not given, sick days will continue to be used.

- K. Health/Dental/Vision insurance premium increases will be maintained per District during the 1998-2001 Master Agreement (additional cost paid by District).
- L. The Board will provide **vision insurance coverage** beginning in the 1998-99 contract year. The Board shall select vision benefits comparable to MESSA-VSP1.
- M. Employees or their dependents qualifying for District paid health care coverage, shall not receive any "abortion services or benefits" as part of the District paid health insurance benefits.
- N. The District is in agreement of "All secretaries choosing health care, including those in ten (10) month or twelve (12) month assignments, shall have their insurance coverage provided by the Board for the entire calendar year.

ARTICLE XXI - Inservice Training

- A. The Board agrees to pay travel, lodging, meals, and registration expenses for any secretary wishing to attend a workshop and/or convention which is approved by her/his immediate supervisor.
- B. Any secretary wishing to take courses in the Bedford Public Schools Adult Education and Community Education programs to improve job skills may do so free of charge provided her request for approval of such courses is approved by the Assistant Superintendent of Program and Personnel Administration prior to taking the course. Any secretary wishing to take college courses to improve job skills must submit a request for approval of the courses to the Assistant Superintendent of Program and Personnel Administration prior to the commencement of such course. If approved, the course and corresponding text book, will be paid for by the Board upon completion according to the grade as follows*:

A, B, or 100%	100% of primary textbook
C, 75%	75% of primary textbook
Below C, 0%	0% of primary textbook

Payment will be made as soon as possible upon submission of the official grade report and book receipt by the Secretary to the Assistant Superintendent of Program and Personnel Administration and after the Board of Education approves the request for payment for the previously approved course, which was successfully completed, pursuant to the grade earned.

* Pass/Fail or Satisfactory/Unsatisfactory courses will be reimbursed at 100% for a Pass or Satisfactory and 0% for a Fail or Unsatisfactory.

- C. Administration or the Personnel Department may request a secretary to enroll in a course for the purpose of improving a job-related skill which Administration and/or Personnel deems an essential function of the job which the secretary holds. Such course and books will be paid for by the Board of Education at 100% and must be successfully completed

(defined as the receipt of grade A, B, C, Pass or Satisfactory if an ungraded course) within six (6) months, where possible, of the date that the secretary was requested by her supervising administrator or the Personnel Office to take the course. If the secretary fails to take or successfully complete the requested course, or fails to improve the job related skill which was deemed essential to the job, the Board may take action it deems appropriate.

- D. Voluntary Job Enhancement Stipend - A fifty (\$50.00) dollar stipend will be given to the secretary upon the successful completion of a pre-approved course as defined in section "B" of this article. This job enhancement stipend will be paid for voluntary and pre-approved course work only but not for District mandated courses.

ARTICLE XXII - Jury Duty

If an employee is called for jury duty, she/he will receive her/his regular hourly rate for the time during her/his jury service. The secretary shall obtain a signed statement from the judicial clerk of courts stating dates served. The above statement shall be submitted to the Assistant Superintendent of Program and Personnel Administration immediately upon the employee's receipt of it. A District mileage form for jury duty must be appropriately processed for mileage reimbursement and parking. All jury duty compensation must be turned over to the District.

ARTICLE XXIII - Grievance Procedure

Definitions:

- A. The term "grievance" shall not apply to:
1. The provisions of insurance contract and policies.
 2. The termination of services of or failure to re-employ any probationary employee.
 3. The provisions contained in an employee evaluation. The employee may, at any reasonable time, review his/her evaluation and make written rebuttal to anything contained therein. This rebuttal shall become a permanent part of the employee's personnel file. However, alleged violations of the evaluation procedure are subject to the grievance procedure.
 4. Any matter for which there is recourse under State or Federal statutes.
- B. An "aggrieved person" is the person or persons making the claim, or the Association's representative filing the grievance.
- C. A "party in interest" is the person or persons making the claim, and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

Nothing contained herein shall be construed to prevent any individual secretary from presenting a grievance and having the grievance adjusted within the terms of this agreement, provided the Association has been given the opportunity to be present at such adjustment.

If in the judgment of the Association a grievance affects a group of secretaries, the Association may process the grievance directly to the Assistant Superintendent of Program and Personnel Administration commencing at Level Two.

The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

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

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

The investigative time by the Association representative for grievances shall be limited to off hours wherever possible. Beginning with Level Three, the employer agrees that the Association representative, the aggrieved party, and the local President (total of three (3)) shall not lose time for any time spent at those levels of the grievance procedure. Meetings called for in Levels Three and Four shall be at a mutually agreed upon time.

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

Grievance Procedure

Level One: The Association representative and/or aggrieved employee shall, within twenty (20) working days of the occurrence of any grievance, present the grievance orally to the immediate supervisor. The supervisor shall attempt to adjust the matter and his/her oral response to the Association representative and/or aggrieved employee shall be made within five (5) working days after the oral discussion took place.

Level Two: If the grievance has not been settled at Level One, it shall be presented, in writing, by the Association representative and/or aggrieved employee to the Assistant Superintendent of Program and Personnel Administration within five (5) working days after the response of the immediate supervisor. Within five (5) days of receipt of the written grievance, a meeting shall be held with the Assistant Superintendent of Program and Personnel Administration in an effort to resolve the grievance. The Assistant Superintendent of Program and Personnel Administration shall respond in writing to the Association representative and/or aggrieved employee within ten (10) working days after the meeting.

Level Three: If the grievance is not settled at Level Two, either party may request the services of a mediator from the Michigan Employment Relations Commission within ten (10) working days of the date an answer was due in Level Two. Mediation shall not exceed twenty (20) working days from the date of the first mediation session.

Level Four: If the grievance is still unsettled, the Association may, within twenty (20) working days after Level Three is completed, and by written notice to the other party, request arbitration.

A request for a list of arbitrators will be made to the American Arbitration Association by the Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The fees and expenses of the arbitrator shall be shared equally by the parties.

Any actions taken by the Board or administrator prior to the signing of this agreement are not subject to arbitration.

ARTICLE XXIV - Miscellaneous

- A. **Cutting of Hours** - Before the School District reduces secretarial hours, the Association shall be allowed to present to the employer plans for alternatives.

Where qualifications are equal as determined by the Board, the reduction of hours will be by seniority within a classification.

In the event a Bedford Secretarial Association member's hours are reduced by fifteen percent (15%) in one (1) or more years, the reduced hourly member will have the right to replace any lesser seniority Bedford Secretarial Association member as outlined in Master Agreement Article XV-D, (paragraph three (3) - page eleven (11)).

Any prior forbearance by the Bedford Secretarial Association in not grieving any cuts of hours and benefits shall not be admissible as past practice in any future grievance and/or arbitration.

- B. **Protective Supplies** - The Board agrees to provide a smock and rubber gloves for secretaries for the purpose of protecting their clothing while engaging in job-related tasks which could damage clothing.
- C. **Health/Smoking** - Smoking or the chewing of a tobacco product on Bedford Public School property, and/or in Bedford Public Schools' vehicles, on a structure or real estate owned, leased, or otherwise controlled by the Bedford School District, shall not be permitted at any time.
- D. **Travel Reimbursement** - Members of the Bedford Secretarial Association that are required in the course of their work or District business to drive personal automobiles shall receive a car allowance. All travel/mileage reimbursement shall be set by the Internal Revenue Service Standards. They will be adjusted annually on July 1st, in accordance with Internal Revenue Service Standards. Travel/mileage reimbursement must be approved and determined in advance by their immediate supervisor.
- E. **Mentoring Program** - The Bedford Public School District and Bedford Secretarial Association strongly endorse the training of, mentoring, shadowing of, and the utilization of Bedford Senior High School student secretarial/clerical trainees. District opportunities

will be provided upon request from the Vocational Director for mentor secretarial programs/training of Bedford students.

The programs shall have the following components:

1. All mentoring students shall be placed in vocational educational program(s) which will be for credit only.
2. These programs will run for a maximum of one (1) hour each day for approximately eighteen (18) weeks for each student placed.
3. There shall be a maximum of ten (10) students enrolled per year.
4. These students shall be assigned with the concurrence of the Building Administrator and consultation with the secretary.

F. Enrollment in District payroll deduction programs such as the 403(b), United Way, Government Bonds, approved Teacher's Credit Union, Insurance options, Michigan Public School Employees Retirement System (MPERS), tax-deferred payment program, and direct deposit shall be available during open enrollment periods as designated by the District, and in accordance with the established payroll schedule and procedures for the year. Written employee authorization is needed to participate in District approved employee deduction programs. Add last sentence to opening paragraph on the Bedford Public Schools Employee Direct Deposit Authorization: "In such an event, Bedford Public Schools will inform the employee, in writing, of its correction within five (5) working days".

ARTICLE XXV - Nepotism

The School District discourages relatives from working in the same building or from having one relative supervise another relative. Relatives are defined as husband/wife; (natural or step) father/mother, son/daughter, brother/sister, grandparents, and legal guardians.

If a supervisor has one or more relatives working in the same building upon this policy's adoption, all but one of the employees will be encouraged to transfer to another building as soon as possible.

ARTICLE XXVI - Longevity

Bargaining unit employees will receive longevity payments annually according to the following schedule--payable on their anniversary date.

Fifteen (15) through nineteen (19) years	\$100
Twenty (20) through twenty-four (24) years	\$250
Twenty-five (25) years	\$300
Twenty-six (26) years and over	\$350

Article XXVII - Evaluation

- A. Performance evaluations will be completed annually on the secretary's anniversary date of employment using only the instrument provided. (The performance evaluation system will be developed by a committee consisting of a member representing each classification appointed by the Association President, a representative designated by the Board, and the Assistant Superintendent of Program and Personnel Administration. The system will be made part of the contract after it has been approved by the Board and the Association's Executive Committee.)
1. The evaluation shall be in writing.
 2. The evaluation must be discussed with the secretary before it is submitted to the Superintendent or his designee.
 3. After consultation with the evaluator, the secretary will have the right to add remarks, statements or other information pertinent to the report. Such remarks shall be attached to the original performance report.
 4. In the absence of a written annual evaluation, the secretary's work will be judged satisfactory.
 5. If the evaluator believes an employee is doing unacceptable work, the reasons, therefore, shall be set forth in specific terms as shall an identification of the specific ways in which the employee is to improve when applicable. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- B. A review of the job description will also be part of the evaluation. Changes are to be noted and submitted to Personnel for review, modification, and approval, so that a current job description will be maintained on file.
- C. A committee of four (4) secretaries (President, one (1) representing each classification), and three (3) administrators/supervisors shall be formed to revise the evaluation instrument. Target time line of completion will be on or before June 1, 1999. The evaluation instrument will take effect upon approval of both parties.
- D. Evaluation instrument placed as an addendum within contract.

ARTICLE XXVIII - Student Assistance

- A. Medically Fragile Students - Bargaining unit members will make appropriate contact(s) in order to provide care or assistance to the medically fragile student.
- B. Student Medication - Bargaining unit members will administer/dispense student medication in accordance with District policy and procedures.
- C. Emergency First Aid - Emergency "first aid" is to be provided at all times. First Aid training will be provided to the Bedford Secretarial Association member.

BEDFORD SECRETARIAL ASSOCIATION
SCHEDULE "A"

LEVEL "A" SECRETARIES

Secretary to Assistant Superintendent of Instructional and Student Services
Secretary to Assistant Superintendent of Business and General Administration
Secretary to Principal at Senior High School
Secretary to Principal at Junior High School
Secretary to Principal at Douglas Road Elementary
Secretary to Principal at Jackman Road Elementary
Secretary to Principal at Smith Road Elementary
Secretary to Principal at Temperance Road Elementary
Secretary to Director of Athletics
Secretary to Director of Buildings, Grounds, and Maintenance
Secretary to Director of Community Education and Services
Secretary to Director of Food Service
Secretary to Director of Transportation
Benefits Secretary
Payroll Secretary
Secretary to Principal at Mt. Carmel

LEVEL "B" SECRETARIES

Accounts Payable Secretary
Attendance Secretary - Senior High School
Attendance Secretary - Junior High School
Bookkeeper Secretary - Senior High School
Personnel Attendance Secretary
Secretary to Director of K-12 Career and Technological Coordinator
and Senior High School Office Secretary
Student Records Secretary - Senior High School
Student Records Secretary - Junior High School
Buildings, Grounds, and Maintenance Secretary

LEVEL "C" SECRETARIES

Switchboard Secretary
Media Secretaries: Senior High School
 Junior High School
 Douglas Road Elementary
 Jackman Road Elementary
 Smith Road Elementary
 Temperance Road Elementary
Transportation Secretary
Receptionist Secretary - Junior High School
Personnel Secretary
Pupil Personnel Secretary

Article XXIX- Personal Attire

It is agreed by the Board and Bedford Secretarial Association that membership personal attire will be deemed "professional," reflective of the school environment, philosophy, and specific activity/event.

Article XXX - Duration of Agreement

Three (3) years - July 1, 1998 to June 30, 2001.

1-15-99 Rebecca S. Casey
Date **President, Bedford Secretarial Association**

1-15-99 Kay S. Williams
Date **President, Bedford Board of Education**