

Bedford Public Schools

Bedford Secretarial  
Association

Master Agreement

Feb. 4, 2022<sup>1</sup>

Through

June 30, 2025

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<sup>1</sup> The March 3, 2018 – December 31, 2021 CBA was extended through February 28, 2022. However, the Parties reached a TA prior to February 28, 2022. There was no lapse or expiration of the Master Agreement. The BPS BoE approved the contract on February 24<sup>th</sup> with an effective date of February 4, 2022.

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# **AGREEMENT**

This agreement entered into this fourth (4<sup>th</sup>) day of February, 2022 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" or "BSA").

This agreement shall not prevent an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. Furthermore, the act does not confer a right to bargain that would infringe on the exercise of powers under the local government and school district fiscal accountability act. Any provisions required therein are prohibited subjects of bargaining under the act. *[This new provision is mandated to be included in all new collective bargaining agreements. It is irrelevant as to whether the Association or the District agreed or disagreed to its inclusion. See MCL 423.215, et al]*

## **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 1 – 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, excluding the Assistant to the Superintendent.
- 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 2 – 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 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.
- C. The Association and its employees 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.
- D. Reasonable use of the inter-school mail, school typewriters, computers, internet access and copy/fax machines shall be made available to the Association and its employees for notices and news of Association business. The Association shall pay for the cost of all materials and supplies incident to such use.
- E. Stationery and stamps are not provided to the secretaries for use in conducting personal business.
- F. School telephone use will be allowed only in emergency situations.
- 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/his ability to do her/his job.
- H. The Association will be given seven (7) non-accumulative days each year to use for Association business. Request for the non-accumulative Association business days shall be made from the President of the BSA at least three (3) days in advance.
- I. The Association's negotiating team members, designated by the President, shall be released with no loss of pay, to attend any negotiation event scheduled by the administration during working hours.
- J. Updated job descriptions will be jointly developed between all BSA employees and their administrator on an annual basis no later than June 1 of each year.

### **ARTICLE 3 – BOARD’S RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the school District, hereby retains and reserves unto itself, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws of the state, the constitution of the State of Michigan and/or include, by way of illustration and not by way of limitation, the rights to:
1. Manage and control its business, its equipment, and its operations and direct the working forces and affairs of the entire school system within the boundaries of the school District of Bedford;
  2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing;
  3. Direct the working force, including the right to establish and/or determine positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees;
  4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods, and processes of carrying on the work;
  5. Determine the qualifications of employees;
  6. Adopt rules and regulations;
  7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, division or sub-divisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, 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 exercising its powers and rights, acts through its administrative staff.
- C. The 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.
- D. The Board shall continue to have the exclusive right to establish, modify, or change any conditions except those covered by provision of this Master Agreement.
- E. The Board agrees that it will in no way discriminate against or between bargaining unit employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual orientation, marital status, physical characteristics, or handicap, or place of residence

**ARTICLE 4 – WAGES (Effective February 4, 2022)**

A. Wages:

<b>2020-2021</b> (Reference Only)				
<b>Step</b>	<b>Level A</b>	<b>Level B</b>	<b>Level C</b>	<b>Level C-1<sup>2</sup></b>
1	\$16.09	\$15.28	\$14.47	\$13.03
2	\$16.44	\$15.66	\$14.86	\$13.38
3	\$16.87	\$16.07	\$15.25	\$13.72
4	\$17.32	\$16.53	\$15.70	\$14.12
5	\$17.68	\$16.88	\$16.10	\$14.50
6	\$18.11	\$17.28	\$16.44	\$14.79
7	\$18.49	\$17.70	\$16.95	\$15.25
8	\$19.38	\$18.55	\$17.75	\$15.97

<b>2021-2022<sup>3</sup></b> (Eff. February 4, 2022)			
<b>Step 1 (12.0%)<sup>4</sup> * Steps 2-7 (3.0%) * Step 8 (5.0%)</b>			
<b>Step</b>	<b>Level A</b>	<b>Level B</b>	<b>Level C</b>
1	\$18.02	\$17.11	\$16.21
2	\$18.56	\$17.63	\$16.69
3	\$19.12	\$18.16	\$17.19
4	\$19.69	\$18.70	\$17.71
5	\$20.28	\$19.26	\$18.24
6	\$20.89	\$19.84	\$18.79
7	\$21.52	\$20.43	\$19.35
8	\$22.59	\$21.46	\$20.32

<sup>2</sup> Level C-1 was eliminated. Those working in Level C-1 classifications were upgraded to Level C per an LOA, effective and dated October 30, 2020.

<sup>3</sup> Prior to the creation of the 2021-2022 Wage Scale, it was first normalized (up) to create a 3% differential between all steps for Levels A-C prior to applying any negotiated wage increases.

<sup>4</sup> CBA expired 6/30/21. 12% increase equates to approximately a 6% actual wage increase for entire 2021-22 school year when you factor in normalization.

<b>2022-2023</b>			
<b>(Effective July 1, 2022)</b>			
<b>Steps 1-7 (3.0%)</b>			<b>Step 8 (5.0%)</b>
<b>Step</b>	<b>Level A</b>	<b>Level B</b>	<b>Level C</b>
1	\$18.56	\$17.63	\$16.69
2	\$19.12	\$18.16	\$17.19
3	\$19.69	\$18.70	\$17.71
4	\$20.28	\$19.26	\$18.24
5	\$20.89	\$19.84	\$18.79
6	\$21.52	\$20.43	\$19.35
7	\$22.16	\$21.05	\$19.93
8	\$23.27	\$22.10	\$20.93

<b>2023-2024</b>			
<b>(Effective July 1, 2023)</b>			
<b>Steps 1-7 (3.0%)</b>			<b>Step 8 (5.0%)</b>
<b>Step</b>	<b>Level A</b>	<b>Level B</b>	<b>Level C</b>
1	\$19.12	\$18.16	\$17.19
2	\$19.69	\$18.70	\$17.71
3	\$20.28	\$19.26	\$18.24
4	\$20.89	\$19.84	\$18.79
5	\$21.52	\$20.43	\$19.35
6	\$22.16	\$21.05	\$19.93
7	\$22.83	\$21.68	\$20.53
8	\$23.97	\$22.76	\$21.56

<b>2024-2025</b>			
<b>(Effective July 1, 2024)</b>			
<b>Steps 1-7 (3.0%)</b>			<b>Step 8 (5.0%)</b>
<b>Step</b>	<b>Level A</b>	<b>Level B</b>	<b>Level C</b>
1	\$19.69	\$18.70	\$17.71
2	\$20.28	\$19.26	\$18.24
3	\$20.89	\$19.84	\$18.79
4	\$21.52	\$20.43	\$19.35
5	\$22.16	\$21.05	\$19.93
6	\$22.83	\$21.68	\$20.53
7	\$23.51	\$22.33	\$21.15
8	\$24.69	\$23.45	\$22.20

B. Incentive for Educational Attainment:

Both parties recognize that the attainment of higher education goals is both desirable and conducive to the overall improvement of the education community. Therefore, upon proof of completion (official transcripts on file in HR-LR from an accredited community college/university) the employee shall receive the following stipend:

- Associates Degree \$ 500.00 per year
- Bachelor's Degree \$1,100.00 per year

Stipend shall be prorated based upon:

- One-half stipend if assignment is .50 FTE or less
- To the month the degree was awarded

C. Non-affiliated employee work stipend - \$1.50 per hour (Limited to filling in for the Administrative Assistant to the Superintendent).

D. The following job classifications in central administration shall receive a one-thousand (\$1,000.00) dollar stipend per year:

- Payroll Secretary;
- HR-LR Benefits Secretary;
- Central Administration Receptionist<sup>5</sup>; and
- Secretary to Chief Financial Officer (CFO).

As the above positions become vacant and require a job posting, the yearly "central administration" stipend for each job title shall be removed from this Article and Master Agreement.

E. "Step" is defined as an employee's completion of a calendar year of employment, i.e. anniversary date.

F. Job Classification for Office Personnel – See "Schedule A."

## **ARTICLE 5 – HOLIDAYS**

The following days shall be paid holidays:

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

Additionally, Independence Day (July 4<sup>th</sup>) as it affects the regular employees working over the holiday period. Less than 12-month secretaries must work either the day before or day after to receive pay for July 4<sup>th</sup>. Employees on leave of absence without pay shall not be paid for holidays occurring during said leave. Probationary secretaries are entitled to receive holiday pay.

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<sup>5</sup> District responded to BSA Demand to Bargain to update job descriptions for this position, Payroll Secretary and HR-LR Benefits Secretary. This process extends beyond the effective date of this contract.

**ARTICLE 6 – OVERTIME, CALL BACK TIME, COMP TIME, and  
WORKING FROM HOME**

- A. Overtime work is defined as time worked beyond eight (8) hours per day or forty (40) hours per week.
- B. Overtime work will be compensated for at one and one half (1½) times the employee’s regular hourly rate.
- C. A minimum of three (3) hours overtime credit will be paid for call back time (returning to a district workstation) for evening, Saturday, Sunday, or holiday work which is authorized at the request of their supervisor or appropriate administrator even if less than three (3) hours of service is rendered.
  - 1. If employee’s supervisor or other appropriate administrator requests the employee work from home outside their normal work hours, a minimum of one (1) hour overtime credit will be paid.
- D. If employee works from home with the appropriate approval, the actual time worked, rather than the *two (2) hour minimum* is applicable. Overtime rate is applicable only if hours worked satisfy “A” from this article.
- E. Comp time may be earned in place of earning overtime pay upon advanced mutual agreement between the employee and their immediate supervisor or appropriate administrator and the following apply:
  - 1. One (1) hour of overtime work equals one and one half (1½) hours of comp time.
  - 2. Use of earned comp time will be approved in advance by the immediate supervisor.
  - 3. District payroll procedure shall be followed for tracking the earning and usage of comp time.
- F. In the event a change in the timekeeping system is considered, the parties will meet and bargain such a change.

**ARTICLE 7 – VACATION TIME**

- A. Vacation days shall be provided to secretaries according to the following schedule. Vacation days will be front-loaded and posted to each employee on July 1st.

	<b>10 Month Assignment # of days accrued/month</b>	<b>11 Month Assignment # of days accrued/month</b>	<b>12 Month Assignment # of days accrued/month</b>
<b>0 → completion of 5 years</b>	1.0	1.0	1.0
<b>6 → completion of 12 years</b>	1.5	1.5	1.5
<b>13 → years</b>	2.0	2.0	2.0

- B. The term “days” when used in this section shall be working days.
- C. Permission to use accumulated vacations day(s) must be secured from the immediate supervisor/administrator. Any request for vacation in excess of 10 days must be secured from the Executive Director of Human Resources & Labor Relations.
- D. Twelve (12) month employees will receive two (2) added vacation days to be posted July 1 of each year.
- E. Eleven (11) month employees will receive one (1) added vacation day to be posted July 1 of each year.

**ONE TIME BUY BACK OF EARNED BUT UNUSED VACATION DAYS<sup>6</sup>**

1. Upon ratification and BoE approval of the successor (2022-2025) agreement, the District will buy back all but ten (10) vacation days as of each employees vacation bank balance on June 30, 2022 at the hourly rates of pay effective 12/31/21.
2. Payment will be made through the normal payroll schedule during July 2022 at a date to be determined and published by the Parties.
3. After payout for these earned but unused vacation days, the new contract language will control at the end of the 2022-2023 school year (June 30, 2023).

- F. Effective June 30, 2023 the following will apply:
  1. Employees may carry over a maximum of ten (10) unused posted vacation days into the next school year.
  2. Employees may cash in up to a maximum of seven (7) unused posted vacation days which will be paid out in July each year.
  3. Any employee wishing to carry over and/or cash in unused posted vacation days is to fill out the form (See *Vacation Carry Over/Cash-in Form*) and follow the directions.
  4. Failure to timely and properly fill out this form will result in:
    - a. The automatic cashing in and paying out of no more than seven (7) unused posted vacation days;
    - b. Any remaining unused posted vacation days, not to exceed ten (10), will be carried over to the next school year; and
    - c. Any unused posted vacation days remaining after Steps 4a and 4b will be converted to sick days.
- G. Vacation Day bank balances will be kept current. Employees are to note there is typically a one (1) pay cycle lag time for attendance records. It is the employee’s responsibility to check EAC and verify that accrued bank balances are correct.

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<sup>6</sup> Delete this box and contents at the expiration of this 2022-2025 CBA

If there is a discrepancy, resolution with backup documentation will be completed as soon as possible, typically one (1) pay cycle from when it was discovered. If necessary, a meeting with the employee (Association Executive Board member may also attend) and HR-LR staff will take place in order to resolve the matter.

Failure to bring to the attention of HR-LR any discrepancy within six (6) months from the last date in which vacation days were used may result in barring action or adjustment to the employee's unused posted vacation day balance.

- H. If agreement cannot be reached between the employee and HR-LR then the employee's vacation bank balance will be corrected according to that employee's records provided their immediate supervisor signs off.

## **ARTICLE 8 – HOURS OF WORK**

- A. The hours of regularly scheduled workdays 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.

### **Example of a 12-month employee/8-hour work day posting/job description:**

Start/end time 7:30 a.m. – 4:00 p.m. This is an “8½ hour day” of which 8 hours is paid/worked including the two (2) fifteen (15) minute paid relief times (breaks) = 40 hours paid per week.

- B. The administration reserves the right, as conditions require, to establish and change hours of work, shifts, and schedule of hours, due to operational needs and deadlines, and also in cases of emergency, including but not limited to fire, tornado, flood, or explosion.
- C. All full-time secretaries and those employees working more than five (5) hours per day shall be entitled to one (1) duty free, uninterrupted thirty (30) minute lunch period.
- D. Employees working four (4) hours or more will receive one (1) fifteen (15) minute paid relief time.
- E. When students are not in session (during the normal school year) all secretarial employees working five (5) hours or more shall be allowed one (1) hour for lunch with no reduction in pay.
- F. School Year: During normal school year full-time secretaries will be provided a fifteen (15) minute paid relief time (break) in the morning and in the afternoon. This shall not be reduced by minimal time used for personal business, restroom breaks, etc. One or both of these breaks may be used in conjunction with lunch with the approval of the supervisor for the purpose of taking a longer lunch. Employees will not be paid additional wages for

working through any break nor will working through any break entitle the employee to leave or end their scheduled work day early.

- G. Summer Hours: Level A (8/260) employees may “work” the following daily schedule<sup>7</sup> or a combination of these daily schedules to satisfy a thirty-five (35) hour work week as approved by their immediate supervisor. A bi-weekly time sheet will be filled out by each employee in accordance with a template provided by HR-LR in coordination with BSA leadership and signed by their immediate supervisor or designee.
1. A “straight” seven (7) hour day<sup>8</sup>
  2. A seven and ½ (7-1/2) hour day<sup>9</sup> and
  3. An eight (8) hour day<sup>10</sup>
  4. Employee “works” no less than thirty-five (35) hours per week to get paid for 40 hours.

*Summer Hours will begin ten (10) work days after the end of the current school year and end ten (10) work days prior to the beginning of the next school year. HR-LR in conjunction with the BSA leadership will collaborate, generate and circulate a memo each June noting the start and end dates for summer hours.*

- H. Optional Summer Four (4) Day Work Week. Level A (8/260) employees may work the following daily schedule<sup>11</sup> or a combination of these daily schedules to satisfy a thirty-five (35) hour work week as approved by their immediate supervisor. A bi-weekly time sheet will be filled out by each employee in accordance with a template provided by HR-LR in coordination with BSA leadership and signed by their immediate supervisor or designee. Not eligible for overtime after eight (8) hours of work/pay per day. Total discretion given to supervisor (not subject to the grievance procedure) as to the granting or denial of any four (4) day work week and their start/end times.
1. A “straight” eight (8) and ¾ (8.75) hour day<sup>12</sup>
  2. A nine (9) and ¼ (9.25) hour day<sup>13</sup>
  3. A nine (9) and ¾ (9.75) hour day<sup>14</sup>
  4. Employee “works” no less than thirty-five (35) hours per week to get paid for 40 hours.

*The Optional Summer Four (4) Day Work Week will begin ten (10) work days after the*

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<sup>7</sup> Two fifteen (15) minute breaks are included in all daily schedules. If you don't take them, your day is NOT shortened.

<sup>8</sup> The start and end of your day spans seven (7) hours with no lunch. Example: 7:30 am to 2:30 pm.

<sup>9</sup> The start and end of your day spans seven (7) and 1/2 (7.5) hours including a 30 minute lunch. Example: 7:00 am to 2:30 pm.

<sup>10</sup> The start and end of your day spans eight (8) hours including a one (1) hour lunch. Example: 7:00 am – 3:00 pm.

<sup>11</sup> Two fifteen (15) minute breaks are included in all daily schedules. If you don't take them, your day is NOT shortened.

<sup>12</sup> The start and end of your day spans eight (8) and ¾ (8.75) hours with no lunch. Example: 7:15 am to 4:00 pm.

<sup>13</sup> The start and end of your day spans nine (9) and ¼ (9.25) hours with a 30 minute lunch. Example: 7:15 am to 4:30 pm.

<sup>14</sup> The start and end of your day spans nine (9) and ¾ (9.75) hours with a one (1) hour lunch. Example: 7:15 am to 5:00 pm.

*end of the current school year and end ten (10) work days prior to the beginning of the next school year. HR-LR in conjunction with the BSA leadership will collaborate, generate and circulate a memo each June noting the start and end dates for summer hours.*

- I. When a need arises and a secretary is requested to work on a legal Holiday or paid day off the secretary who holds the position will be offered it first. If she turns the hours down, the employee with the highest seniority in the building will be offered the work.
- J. By June 1 of each year, all part-time and less than 12 month bargaining unit employees shall sign a list indicating an interest in receiving summer (beyond normally scheduled work year) hours. Interested persons shall be called by the District by seniority order and must be available to work the entire position for the day; no split assignments will be allowed. The subbing list shall be sent to the entire membership by the last day of school.

### **ARTICLE 9 – FLEXTIME**

Under limited circumstances, an employee may make arrangements to schedule flextime for a particular day, under the following conditions:

- A. Except in cases of emergency, the time must be requested from the immediate supervisor at least twenty-four (24) hours in advance.
- B. The time must normally be for four (4) hours or less.
- C. Make-up time must be within the payroll period in which the flextime is used. Such make-up time must be declared in advance when requesting flextime.
- D. All flextime is contingent upon mutual agreement and every effort will be made to accommodate reasonable flextime requests. No grievance may be brought by the employee nor discipline assessed by the employer for failure to agree to flextime.

### **ARTICLE 10 – INCLEMENT WEATHER AND ACTS OF GOD**

- A. On extremely hazardous driving days when school has been delayed or called off, secretaries will be given a maximum of one and one-half (1½) hours leeway to report to work before being docked providing notification is given.
- B. 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 one and one-half (1½) hours leeway to report to work is not automatic when school is delayed or canceled.

- C. In case of inclement weather or Act of God days, personal business days, vacation days, days without pay or sick days may be utilized by the BSA employee if she/he is scheduled to work that day.
- D. BSA employees who report to work as scheduled, after declaration of an inclement weather day or an Act of God Day will be paid for actual time worked subject to Section A of this article and may either:
  - 1. Remain and work their normal hours, if approved by their immediate supervisor;  
OR
  - 2. Shorten their work day, leave early and designate per “C” above for ½ day.
- E. BSA employees who report to work as scheduled before there is a declaration of an inclement weather day or an Act of God Day will be paid for actual time worked and may either:
  - 1. Remain and work their normal hours, if approved by their immediate supervisor;  
OR
  - 2. Leave work after such declaration and designate per “C” above for ½ day.

## **ARTICLE 11 – VACANCIES AND PROMOTIONS**

- A. All vacancies and newly created positions on the secretarial staff will be posted by Human Resources & Labor Relations and a copy sent to each employee of the Association. This includes any position of more than four (4) weeks duration regardless of the number of hours worked. All postings will be reviewed with the BSA President before being posted.

When all vacancies occur, the Executive Director of Human Resources & Labor Relations will notify the Association President within two (2) business days of such vacancies and the vacant position will be posted within five (5) business days unless the parties agree otherwise. The position may be posted internally, or simultaneously both internally and externally, for not less than five (5) business days. Interviews will be offered first to applicants from the Bedford Secretarial Association (BSA) that meet the minimum qualifications and such interviews will be scheduled within ten (10) business days from the close of the posting. Awarding of the vacant position to the internal applicant will occur within five (5) business days of the last interview to the more senior applicant provided she/he is determined to be the best qualified. Remaining internal applicant(s) not selected for the position, shall be sent a written explanation from the Executive Director of Human Resources & Labor Relations stating the reason(s) they were not the best qualified within five (5) business days

Copies of letters of interest and non-selection shall be placed in the employee’s OPF.

In the event no BSA employee applies or is selected for the vacancy, external applications will be considered and candidates interviewed no sooner than five (5) business days after the close of the internal selection process, if applicable.

- B. 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 Association President or designee may submit an application on the employee's behalf during the five (5) day posting period.
- C. 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 two (2) 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.
- D. Notification of all appointments shall be sent to each employee of the Association by the President of the Association/Executive Director of Human Resources & Labor Relations following the appointment.
- E. Any probationary employee or regular employee may not make formal application on another District Bedford Secretarial Association position/vacancy until six (6) calendar months in the current position. Special or unusual circumstances may exist, whereby mutual consent of the employee and employer may grant special approval.
- F. Internal applicants awarded a vacancy will have a seven (7) working day trial period. On or before the seventh (7th) working day, if the employee does not wish to remain in the new position, they can revert back to the job they vacated. The District shall select the next qualified applicant (if there is one) that interviewed for the position and they will be granted the same job trial period. If there are any issues noted by both or either party regarding this section the parties agree to meet, confer and resolve the matter on a case-by-case basis in order to ensure District operations are not negatively impacted.
- G. The parties recognize the importance of providing training to secretaries who accept new positions within the District. Therefore, the District will provide any needed detailed training (i.e. Microsoft Office, Infinite Campus, etc.) to secretaries accepting/being awarded a new position.

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.

- H. No employee will be involuntarily transferred except in critical or emergency situations.
- I. Current BSA positions will be posted when there is a change in job classification, and/or an increase/decrease of one (1) hour or more.
- J. If a current BSA position is occupied, and it is posted for any reason, that employee holding that position must bid on that position to retain her/his right to the position, if so desired.

## **ARTICLE 12 – DISCIPLINARY ACTION AND DISCHARGE**

- A. Both parties to this Agreement recognize that communication is critical to good employer/employee relations and an efficient work place. Except in the case of serious misconduct, verbal communication should always be considered the initial step in the disciplinary process. It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit employees:
  - 1. Written warning by an appropriate administrator;
  - 2. Written reprimand by an appropriate administrator;
  - 3. Suspension with pay pending a “just cause” hearing (in cases where such a hearing is necessary);
  - 4. Suspension without pay;
  - 5. Dismissal.

The parties recognize that some infractions may be so serious as to warrant skipping one or more steps in the process.

- B. Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee within five (5) working days. The employees, at her/his option, may notify the Association. Among the causes which may be deemed sufficient for dismissal, suspension, demotion, or other disciplinary action are the following:
  - 1. Unauthorized or excessive absence from work;
  - 2. Commitment or conviction of any criminal act;
  - 3. Conduct unbecoming any employee in the public service;

4. Disorderly or immoral conduct;
  5. Incapacity due to mental or physical disability;
  6. Incompetency or inefficiency;
  7. Insubordination;
  8. Bringing intoxicants/drugs into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating beverage in any degree whatsoever;
  9. Neglect of duty;
  10. Negligence or willful damage to school property, waste, or misappropriation of public supplies or equipment;
  11. Willful violation of any lawful regulation;
  12. Deliberate falsification of records and reports;
  13. Violation of the District's smoking policy;
  14. Conviction of a misdemeanor or felony regarding pedophile.
- C. All dismissals shall be without pay. No suspension shall be effective for a period of more than ten (10) working days without prior approval of the Executive Director of Human Resources & Labor Relations.
- D. An employee may be dismissed, suspended, or disciplined pending investigation and discussion, and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, except where an arbitrator determines that a lesser award is appropriate, including litigation of damages.
- E. If the dismissal or suspension is sustained under the procedures outlined in the grievance procedure, the employee shall be deemed dismissed as of the date of dismissal or suspension.
- F. Any suspended employee shall leave the premises and shall remain away until such dismissal or suspension is lifted or cleared.
- G. In any case of dismissal, suspension, or disciplinary action, the employee, if he/she so desires, may request an investigation. This request must be written and presented within five (5) working days from the date of dismissal, suspension or disciplinary action. Appeal from discharge or suspension must be heard within five (5) working days and a decision reached within fifteen (15) working days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) working days, the case shall then be taken up as provided in the grievance procedure.
- H. A bargaining unit employee will have the right to review the contents of all personnel records of the District pertaining to said bargaining unit employee originating after initial employment, and to have a representative of the Association accompany her/him in such review. The District shall also have the right to have a representative present during such review. Letters of reprimand shall not be placed in the individual employee's file before a hearing attended by the employee and supervisor. An Association representative may be present if requested by the employee.

- I. A bargaining unit employee shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the District. When a request for such representation is made, no action shall be taken with respect to the bargaining unit employee until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit employee shall be advised of said possibility.

### **ARTICLE 13 – RESIGNATION**<sup>15</sup>

- A. Any secretary resigning shall file a written resignation with the Office of Human Resources & Labor Relations at least ten (10) working days prior to the effective date.
- B. Sick Days
  1. Upon Resignation – Any secretary with ten (10) years of experience will be paid \$35.00 a day for each unused/earned sick day not to exceed one-hundred (100) days.
  2. Upon Death – All unused/earned sick days will be paid at the rate of \$35.00 per day and will be paid to the employee’s estate in accordance with state and federal laws.
- C. Vacation Days
  1. Upon Resignation – Any secretary who voluntarily discontinues her/his services will be paid all unused/earned vacation days at their current rate of pay.
  2. Upon Death – All unused/earned vacation days will be paid at the employee’s current rate of pay to their estate in accordance with state and federal laws.
- D. Personal Business Days
  1. Upon Resignation – Any secretary with ten (10) years of experience will be paid all unused/earned personal business days at their current rate of pay.
  2. Upon Death – All unused/earned personal business days will be paid at the employee’s current rate of pay to their estate in accordance with state and federal laws.

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<sup>15</sup> *Resignation is defined as not being able to retire under the current rules of the Office of Retirement Services (ORS)*

## **ARTICLE 14 – RETIREMENT<sup>16</sup>**

### A. Employer’s Contribution

Increases in the Employer’s portion of Michigan Retirement (MPSERS) and the Federal Insurance Contributions Act (FICA) will be paid by the District.

### B. Sick Days

1. If retirement is announced by March 1 of the current school year, a secretary will be paid at the rate of seventy-five dollars (\$75.00) per day for all unused/earned sick days up to a maximum of seven-thousand five hundred dollars (\$7,500.00).
2. If retirement is announced after March 1 the secretary will be paid \$40.00 a day for each unused/earned sick day not to exceed one-hundred and ten (110) days.

### C. Vacation Days

All unused/earned vacation days will be paid at the employee’s current rate of pay.

### D. Personal Business Days

All unused/earned personal business days will be paid at the employee’s current rate of pay.

## **ARTICLE 15 – SENIORITY AND BUMPING**

“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) workdays 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;

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<sup>16</sup> *Retirement is defined as being able to retire under the current rules of the Office of Retirement Services (ORS)*

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 workday 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. An up-to-date seniority list shall be provided to the President of the Association, semi-annually, by the Board.
- E. Bumping Procedure:
1. If a secretary's position is eliminated, or her/his hours are cut by 15% or more pursuant to Article 18 – Reduction of Hours, the secretary may bump into a position in any 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. Secretaries involved in the bumping procedure shall serve a probationary period of forty (40) 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 into another position.
  2. 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 or date when the cut in hours will take effect, by submitting in writing her/his intent to the Executive Director of Human Resources & Labor Relations. 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 Executive Director of Human Resources & Labor Relations. 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.

## **ARTICLE 16 – LAYOFF AND RECALL**

- A. Layoff shall be defined as a reduction in the size of the workforce beyond normal attrition. Layoff shall begin with:
1. Probationary employees;
  2. Employees with the least amount of service (seniority).
- B. 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.
1. Seniority will be frozen (will not continue to accrue) during layoff and will resume when the employee has been recalled and reports for work. This will extend to step increases and longevity stipends.
- C. The Board's decision to reduce staff or close facilities during student vacation periods is not to be affected by the layoff clause.
- D. 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.

## **ARTICLE 17 – REDUCTION OF HOURS**

- A. Before the School District reduces secretarial hours, the Association shall be allowed to present to the employer plans for alternatives.
- B. Where qualifications are equal as determined by the Board, the reduction of hours will be by seniority.
- C. In the event a Bedford Secretarial Association employee's hours are reduced by fifteen percent (15%) cumulatively within a four (4) year period, the reduced hourly employee will have the right to replace any lesser seniority Bedford Secretarial Association employee. See Article 15, Section E. – Bumping procedure.

- D. 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.

### **ARTICLE 18 – CHANGES IN EMPLOYEE POLICIES**

- A. 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 Executive Director of Human Resources & Labor Relations and the President of the Association regarding proposed changes in employee policies.
  2. Notification of any changes in employee policies affecting Association employees will be sent to each Association Employee and the BSA President indicating the date on which the change will become effective.

### **ARTICLE 19 – PERSONAL BUSINESS (PB) DAYS**

- A. 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) PB days per school year for all BSA employees with less than 10 years seniority and a maximum of three (3) personal business days per school year for BSA employees with 10 years seniority or greater.
1. These days 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. At least 24-hour notification to the immediate supervisor will be provided by the BSA employee when using Personal Business Days via e-mail or phone call. The BSA employee is responsible for inputting their absence into the attendance system.
  3. 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 Executive Director of Human Resources & Labor Relations.
  4. PB days 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 PB days 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.

5. No less than one half (1/2) personal business day may be used at any one time.
- B. Unused personal business days shall be added to accumulated sick days at the end of each contract year, except that up to one (1) day shall be carried over to create up to three (3) days for less than 10 year employees and up to 4 days for greater than 10 year employees for the following year.

## **ARTICLE 20 – LEAVE OF ABSENCE – GENERAL**

- 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.
1. 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 Human Resources & Labor Relations 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.
- B. The granting of a maternity leave shall be in accordance with Federal law.
- C. When a BSA employee is on a leave of absence, the immediate supervisor has discretion of temporarily reassigning employees of their department(s) to best achieve continuity of operations. Preference will be given to department and/or building employees having experience in duties being covered.
- D. BSA part-time employees (qualified) will be given the opportunity to sub any additional hours to cover the remaining workload as needed.
- E. The BSA shall be informed in writing within (5) business days of occurrence of the temporary reassignment(s) due to a leave of absence pursuant to paragraph C above.

## ARTICLE 21 – PAID SICK DAYS

- A. Paid sick days are earned as follows:
1. One (1) sick day per calendar month worked provided no less than ten (10) days are worked in the month.
  2. Sick days are allowed for personal illness and a secretary may accumulate an unlimited number of sick days.
- B. Attendance Incentive: Any secretary having no absence chargeable against her/his earned sick days and having taken no time off without pay shall receive a bonus of one vacation day posted to her/his account on December 31 for the period July 1 to December 31, and one vacation day posted to her/his account on June 30 for the period January 1 to June 30. (Partial year lay-offs as directed by the Board shall not affect this article provided the employee had perfect attendance during the days the employee was assigned to work in the District)
- |             |          |  |
|-------------|----------|--|
| 0 days used | \$150.00 | July – December (of current calendar year) |
|             | \$150.00 | January – June (of current calendar year)  |
- C. The Board and the Association agree that pursuant to Article 21-A, in order for a secretary to receive a bonus day posted to her/his account on December 31, or June 30, she/he 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.
- D. The Board reserves the right to require a doctor’s certificate or other evidence of illness.
- E. Transfer shall not impair a secretary’s accumulated sick days.
- F. Sick days chargeable against the employees’ accrued sick days shall be granted for the following reasons:
1. A maximum of three (3) days per occurrence for critical illnesses in the immediate family. Immediate family shall be interpreted as father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, grandparent, legal guardian, grandchild, son-in-law, daughter-in-law or domestic partner and their dependents.
  2. Step relatives within the definition of the immediate family shall include stepmother, stepfather, stepsister, stepbrother, stepchild, and step-grandchild.
- G. The employee will also be allowed to use paid sick days for the following reasons:

1. If the employee or the employee's family member is a victim of domestic violence or sexual assault and the related medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
2. For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency; for an eligible employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the eligible employee's or eligible employee's family member's presence in the community would jeopardize the health of others because of the eligible employee's or family member's exposure to a communicable disease, whether or not the eligible employee or family member has actually contracted the communicable disease.
3. Employer may require an eligible employee who is using paid medical leave because of domestic violence or sexual assault to provide documentation that the paid medical leave has been used for that purpose. The following types of documentation are satisfactory for purposes of this subsection:
  - a. A police report indicating that the eligible employee or the eligible employee's family member was a victim of domestic violence or sexual assault.
  - b. A signed statement from a victim and witness advocate affirming that the eligible employee or eligible employee's family member is receiving services from a victim services organization.
  - c. A court document indicating that the eligible employee or eligible employee's family member is involved in legal action related to domestic violence or sexual assault.

## **ARTICLE 22 – BEREAVEMENT DAYS**

Bereavement days not chargeable to any other accrued benefit days shall be granted for the following reasons:

- A. A maximum of five (5) days for a death in the immediate family. Immediate family shall be interpreted as father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, grandparent, legal guardian, grandchild, son-in-law, daughter-in-law or domestic partner and their dependents.
  1. Step relatives within the definition of the immediate family shall include stepmother, stepfather, stepsister, stepbrother, stepchild, and step-grandchild.

- B. A maximum of one (1) day for the death of niece, nephew, aunt or uncle or any member of the family, not defined by the provisions herein, at the discretion of the bargaining unit employee.
- C. If travel time is necessary, the Executive Director of Human Resources & Labor Relations shall determine the length of reasonable travel time allowed. A request for such shall be made within three (3) working days of appropriate notification of the death.

**ARTICLE 23 – WORKERS’ COMPENSATION**

Absence due to injury or illness incurred in the course of the secretary’s employment shall not be charged against her/his accrued sick days. The Board shall pay to such secretary the difference between her/his 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 24 – INSURANCE PROTECTION**

- A. The School District reserves the sole right to select the insurance carrier or, if self-insurance, the administrative service organization. However, such medical insurance will be equivalent to MESSA. Such health insurance coverage shall include the eligible immediate dependents of the secretary.
- B. The Board shall pay the “hard cap” as outlined in Public Act 152 of 2011 for each individual receiving medical benefits. Individuals are responsible for amounts that exceed the hard cap. A pre-tax payroll deduction, as permitted by the IRS, shall be available to the membership for this purpose.
- C. BSA employees may choose one of the following options for medical insurance coverage:

<b>MESSA Plan Options (4)</b>	<b>In-Network Deductible</b>	<b>Co-Ins.</b>	<b>Office Visit Co-Pay</b>	<b>Prescription Coverage</b>
Choices II – Traditional PPO Plan	\$500/\$1000	0%	\$20	3 Tier/Mandatory Mail Rx Program
Choices II – Traditional PPO Plan	\$1,000/\$2,000	0%	\$20	Saver Rx Program
ABC Plan 1–Health Savings Account	\$1,400/\$2,800*	0%	\$0	3 Tier/Mandatory Mail Rx Program
ABC Plan 3–Health Savings Account	\$3,500/\$7,000*	10%	\$0	ABC Rx Program

\*The maximum annual deductible and other out of pocket expenses for HDHP’s are set by the federal government and are subject to change.

**The following benefits are provided with your Medical Insurance:**

- Negotiated Life Insurance (or equivalent) - \$5,000
- Delta Dental Plan 70/70/50/60/\$600:\$1,000 Class I, II & III Max. (or equivalent)

- VSP Gold 3 (or equivalent)
- \$5,000 Basic Term Life with Medical

**If an employee elects not to take the Medical Benefits – they will receive the following:**

- Negotiated Life Insurance (or equivalent) - \$10,000
  - Delta Dental of MI 100/90/90/90/\$1,500:\$1,000 Class I, II & III Max. (or equivalent)
  - VSP Gold 3 (or equivalent)
  - In Lieu of Medical Insurance Payment of \$200.00 per Month<sup>17</sup>
- D. For employees that select ABC Plan 1 or 3 the Board will provide deductible seed money, up to the legal maximum, in quarterly installments (January, April, July, and October).
- E. The District will make Flexible Spending Accounts available.
- F. 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.
- G. All costs relating to the implementation and administration of benefits under this program (Cafeteria Plan) shall be borne by the employer subject to the hard cap limitations per PA 152.
- H. The employer will pay the full premiums for dental, vision and negotiated life insurance coverage for all eligible employees. The Board reserves the sole right to select the dental, vision and life insurance carriers or, if self-insurance, that administrative organization.
- I. 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 days and vacation days, provided the employee makes timely and full payments for any employee cost share.
- J. All medical examinations and/or tests required by the Board of Education of the State of Michigan shall be at the Board's expense.
- K. If a secretary is laid off, the Board will pay three (3) months insurance premium provided that MESSA does not provide the same coverage. Employee must make timely and full payments of any contribution they owe. A laid-off secretary may continue, for up to one (1) year (or longer, if the carrier allows), his/her health, dental, and life insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits whenever the insurance carrier accepts the same insurance arrangement.
- L. In the event a secretary dies while in the employ of the Bedford Public Schools, and providing the insurance policy permits continued dependent coverage, the Board shall continue to pay its existing health insurance premium payments for six (6) months after death provided the District receives timely payments pursuant to the state law regarding hard caps – employer and employee mandated contributions.

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<sup>17</sup> No in lieu amount will be paid to the Employee if the spouse works for the District.

- M. Insurance premiums (Health/Dental/Optical) and the monetary sum per month in lieu of health insurance as noted herein for part-time employees will be prorated.
- N. 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.
- O. The District is in agreement that all secretaries choosing health care, shall have their insurance coverage provided by the Board for the entire calendar year.

**ARTICLE 25 – PROFESSIONAL DEVELOPMENT**

- 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, not to include MIEM/MSBO certification classes, to improve job skills may do so free of charge provided her/his request for approval of such courses is approved by the Executive Director of Human Resources & Labor Relations prior to taking the course.

In order to receive reimbursement any secretary wishing to take college courses to improve job skills must submit a request for approval of the courses to the Executive Director of Human Resources & Labor Relations prior to the commencement of such course. Upon completion, only the tuition and the primary textbook will be paid for by the Board as follows:

Grade or Final Assessment	Percentage of Tuition/Course Paid	Percentage of Primary Textbook Paid
A, A-, B+, B, B-, (80-100%) Pass or Satisfactory Certificate of Completion	100%	100%
C+, or C (75-79%)	75%	75%
Below C or 75% Fail or Unsatisfactory	0%	0%

Payment will be made as soon as possible upon submission of the official grade report or certificate of completion and book receipt to Human Resources & Labor Relations

- C. Administration or Human Resources & Labor Relations may request a secretary to enroll in a course for the purpose of improving a job-related skill which Administration and/or Human Resources & Labor Relations 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/his supervising administrator or Human Resources & Labor Relations 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.
- E. After prior approval and upon completion of each Michigan School Business Officials (MSBO) or MIEM Executive Assistant Program (EAP, formerly SAPC) certification, the employee shall receive a monthly stipend of \$50.00. Secretaries shall be limited to three (3) ~~one~~ certifications. MSBO membership dues will be maintained by the district as long as certification remains current.

## **ARTICLE 26 – JURY DUTY**

An employee called for jury duty or subpoenaed as a witness to give testimony before any judicial tribunal agree that monies paid to the employee shall be given to the District; the District agrees to pay the employee for the day wages. The employee may keep any mileage reimbursement given.

## **ARTICLE 27 – GRIEVANCE PROCEDURE**

- A. Definitions:
  - 1. A “grievance” is an alleged violation of the specific and express terms of this Agreement.
  - 2. For the purpose of processing grievances, working days shall be defined as Monday through Friday, or any day, in which the employee is scheduled to work, excluding all paid holidays.
  - 3. The term “grievance” as defined above shall not apply to:
    - a. The termination of services of, or failure to re-employ, any probationary employee; or
    - b. Any matter for which there is recourse under state or federal statutes.
    - c. Any matter involving an employee evaluation at the level of average or above, provided the employee is furnished a copy of said evaluation, excluding negative commentary.
  - 4. The time elements in the steps may be shortened, extended, or waived upon written mutual agreement between the parties.
  - 5. Any employee or Association grievance which is not presented for disposition through the grievance procedure within twenty (20) working days of the

occurrence of the conditions giving rise to the grievance, or within twenty (20) working days of the date that the employee or the Association, as the case may be, first became aware of the conditions giving rise to the grievance, unless the circumstances have made it impossible for the employee or the Association, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not thereafter be considered a grievance under this Agreement.

6. Any grievance, which is not appealed within the specified time limits, set forth in that step level of the grievance procedure shall be considered to be settled on the basis of the decision rendered at the previous step level of the grievance procedure. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the Association may appeal it to the next level in the grievance procedure.

B. Written grievances, as required herein, shall contain the following:

1. It shall be signed by the grievant(s) except an Association grievance shall be signed by the Association representative.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the Article, Section, or Subsections of this Agreement alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

C. **Informal Level** – An employee alleging a violation of the express provisions of this Agreement shall, within twenty (20) working days of its alleged occurrence, orally discuss the grievance with their supervisor in an attempt to resolve it.

D. **Level One (1)** – If no resolution is obtained in a conference between the affected bargaining unit employee(s) and her/his immediate supervisor within three (3) working days of the discussion, the employee shall reduce the grievance to writing and submit to her/his supervisor within five (5) working days of said discussion. The immediate supervisor shall, within ten (10) working days of receipt of the written grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

E. **Level Two (2)** – If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been received within ten (10) working days of receipt of the written grievance, the grievance shall be appealed to the Executive Director of Human Resources & Labor Relations. Within ten (10) working days of receipt of the grievance, the Director of Human Resources/Labor Relations shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of the meeting, the Director of Human Resources/Labor Relations shall render her/his decision in writing, transmitting a copy of the same to the grievant and the Association representative. If no decision is rendered within such time period, the grievance shall be considered as denied.

- F. **Level Three (3)** – 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 the 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.
- G. **Level Four (4)** – If the grievance is still unsettled, the Association may, within thirty (30) working days after Level Three is completed, and by written notice to the other party, request arbitration.
- H. 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 the arbitrator. The arbitrator so selected will hear the matter promptly and will issue her/his decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator’s decision will be in writing and will set forth her/his findings of facts, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be final and binding on the employee, Association, and employer. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall be responsible for the expenses of witnesses that they may call.
- I. It shall be the function of the arbitrator, and he/she shall only be empowered to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement. Her/his powers shall be limited by the following:
1. The arbitrator shall have no power to establish salary scales.
  2. The arbitrator shall have no power to change any practice, policy, or rules of the employer, or to substitute her/his judgment for that of the employer, unless such rights or practices were relinquished by the employer in this Agreement.
  3. The arbitrator shall be limited to deciding whether the employer has violated the express terms of this Agreement; and the arbitrator shall not employ obligations and conditions binding upon the employer from this Agreement, unless specified within this Agreement. It is understood that any matter not specifically set forth herein remains within the reserved rights of the employer.
  4. In rendering decisions, the arbitrator shall give due consideration to the responsibility of management and the Association, and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
  5. In the event that a case is appealed to the arbitrator, on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  6. The arbitrator shall have no power to interpret state or federal law.
  7. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute her/his discretion for that of the parties hereto.

- J. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- K. It shall be the general practice of all parties to process grievances during times, which do not interfere with or cause interruption of the employee's working day. Release time shall be granted only upon mutual consent of the aggrieved person, the Association, and the employer.
- L. A grievance may be withdrawn at any level but that same grievance may not be filed a second time.
- M. Any withholding of services or work stoppage encouraged, authorized, or supported by the Association, while grievance procedures are in process, shall constitute the basis of immediate discontinuation of any pending grievance(s).
- N. Grievances must arise and be filed in a timely manner during the term of this Agreement in order for the grievance to be subject to the arbitration process.
- O. Copy of the grievance form is located in the Appendix at the end of this contract.

## **ARTICLE 28 – MISCELLANEOUS**

- A. **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.
- B. **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.
- C. **Travel Reimbursement** – Employees 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 in accordance with Internal Revenue Service Standards. Travel/mileage reimbursement must be approved and determined in advance by their immediate supervisor. Any travel time before the regular start time or after the regular end time of the employee's work day shall be paid at time and one-half, or the equivalent in comp time (upon advanced mutual agreement between the employee and their immediate supervisor or appropriate administrator), provided the employee's work day exceeds 8 hours.
- D. **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.
- E. All employees shall have direct deposit of their payroll checks and shall be subject to required statutory deductions for retirement – Office of Retirement Services (ORS) / Michigan Public School Employees Retirement System (MPERS). Written employee authorization is needed to participate in District approved employee deduction programs, which shall be available during open enrollment periods, and in accordance with the established payroll schedule and procedures for the year.
- F. Any and all letters of agreement/understanding may be incorporated into this collective bargaining agreement during successor contract negotiations, subject to the exception in Article 1.
- G. All contract language shall apply upon ratification by the Association and approval by the Board of Education of this agreement unless otherwise specified.
- H. It is understood between the parties that Association employees will not be given the responsibility to directly supervise classes of students at any time. The exception will be when a degreed BSA employee is asked to volunteer as a classroom substitute teacher or in emergency situations.

## **ARTICLE 29 – 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 30 – LONGEVITY

Beginning the school year in which the employee completes their 8th year, employees will receive longevity according to the following schedule. Payments will occur bi-weekly throughout the school year according to their assignment pays. This method will commence July 1, 2022. If the employee leaves the bargaining unit before their anniversary date, there will be a proration, otherwise the employee will receive the balance of their longevity not yet received for the current school year.

9 – 14 years:	\$1,000
15 – 19 years:	\$1,200
20 – 24 years:	\$1,400
25+ years:	\$1,600

## ARTICLE 31 – EVALUATION

- A. Performance evaluations will be completed annually on June 1<sup>st</sup> or before using only the instrument provided.
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 BSA employee's job description will also be part of the evaluation process. Upon completion of the evaluation process and job description review, a written copy of said evaluation and updated job description will be forwarded to the BSA employee within five (5) business days. All BSA employees shall be encouraged to utilize the organizational support form to be attached to the evaluation form.
- C. Evaluation instrument is placed as an addendum within contract.

## **ARTICLE 32 – STUDENT ASSISTANCE**

- A. Medically Fragile Students – Bargaining unit employees will make appropriate contact(s) in order to provide care or assistance to the medically fragile student.
- B. Student Medication – Under normal circumstances bargaining unit employees will not be required to administer/dispense student medication.
- C. Emergency First Aid – Both parties recognize that emergency “first aid” training should be provided on District in-service days.

## **ARTICLE 33 – PERSONAL ATTIRE**

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

## **ARTICLE 34 – WORKING CONDITIONS**

The employer recognizes that employees perform best when conditions are safe & healthful. Adequate heat, ventilation, lighting, sanitary facilities and water are essential components of such a work environment.

## **ARTICLE 35 – DURATION OF AGREEMENT**

This contract constitutes the sole and entire contract between the parties. It supersedes and cancels all prior contracts, all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the District.

This contract is effective from February 4, 2022 to June 30, 2025.

# **BEDFORD SECRETARIAL ASSOCIATION**

## **SCHEDULE "A"**

### **LEVEL "A" SECRETARIES**

Accounts Payable Secretary - 8/260<sup>18</sup>  
Bookkeeper - 8/260 (OPEN)  
HR-LR Attendance Secretary – 8/260 (OPEN)  
HR-LR Benefits Secretary – 8/260  
Central Administration Receptionist – 8/260  
Instruction & Student Services Secretary – 8/260  
Instruction and Student Services, and Human Resources & Labor Relations Secretary – 8/260  
Payroll Secretary – 8/260  
Secretary to Assistant Superintendent of Instruction & Student Services – 8/260 (OPEN)  
Secretary to Chief Financial Officer (CFO) – 8/260  
Secretary to Director of Athletics – 8/260  
Secretary to Director of Operations – 8/260  
Secretary to Director of Community Education Operations & Services – 8/260  
Secretary to Director of Food Service – 6/220  
Secretary to Director of Transportation – 8/260  
Secretary to Exec. Director of Human Resources/Labor Relations (HR-LR) – 8/260 (OPEN)  
Secretary to Principal at Douglas Road Elementary – 8/220  
Secretary to Principal at Jackman Road Elementary – 8/220  
Secretary to Principal at Junior High School – 8/260  
Secretary to Principal at Monroe Road Elementary – 8/220  
Secretary to Principal at Senior High School – 8/260  
Secretary to Principal at Smith Road Elementary – 8/220 (OPEN)  
Student Records Secretary – Junior High School – 8/260  
Student Records Secretary – Senior High School – 8/260  
Transportation Secretary 8/220

### **LEVEL "B" SECRETARIES**

Attendance Secretary – Junior High School – 8/240  
Attendance Secretary – Senior High School – 8/220  
Attendance Secretary II – Senior High School – 6/220 (OPEN)  
Bookkeeper Secretary – Senior High School – 8/220  
Floating Secretary – 4/260

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<sup>18</sup> 260 Days can vary from 260 to 261 depending on the calendar year, i.e. leap year.

**Media Secretaries:**

Douglas Road Elementary - 8/220  
Jackman Road Elementary - 8/220  
Junior High School - 8/220  
Monroe Road Elementary - 8/220  
Senior High School - 8/220  
Smith Road Elementary - 8/220 - (OPEN)

Operations Secretary - 4/260 (OPEN)  
Receptionist Secretary – Senior High School - 8/220  
Secretary to Director of Career and Technical Education (CTE) - 8/220

**LEVEL “C” SECRETARIES**

Receptionist Secretary II - Senior High School – 4/ (full student days)  
Receptionist Secretary - Junior High School - 8/220 (OPEN)  
Secretary / Door Monitor - Douglas Road Elementary - 7.5/190  
Secretary / Door Monitor - Jackman Road Elementary - 7.5/190  
Secretary / Door Monitor - Monroe Road Elementary - 7.5/190

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**GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

Distribution of Form (Check off as applicable)

- \_\_\_ Director of HR-LR
- \_\_\_ Supervisor
- \_\_\_ Association
- \_\_\_ Grievant

Submit to Supervisor in Duplicate

Building

Assignment

Name of Grievant

Date Filed

---

**INFORMAL LEVEL**

Date Discussion was Held: \_\_\_\_\_

**STEP 1**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. Article/Section/Policy Violated: \_\_\_\_\_

1. Statement of Grievance: \_\_\_\_\_

2. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition of Supervisor: \_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

D. Disposition of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

**STEP 2**

A. Date Received by Director of Human Resources/Labor Relations: \_\_\_\_\_

B. Disposition of Director of Human Resources/Labor Relations: \_\_\_\_\_

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association:

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---

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

**STEP 3**

A. Date Submitted to Mediation: \_\_\_\_\_

B. Disposition and Award of Mediator: \_\_\_\_\_

---

\_\_\_\_\_  
Signature of Mediator

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association:

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

**STEP 4**

A. Date Submitted to Arbitration: \_\_\_\_\_

B. Disposition and Award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

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**Bedford Secretarial Association**  
**VACATION CARRY OVER/CASH-IN REQUEST FORM**

**EMPLOYEE - Complete this section, sign and date the form; and  
Send to the HR-LR Office BY JUNE 30<sup>th</sup>**

\_\_\_\_\_  
Print Last Name

\_\_\_\_\_  
Print First Name

**ARTICLE 7, F – VACATION TIME**

**Starting June 30, 2023 the following will apply:**

1. Employees may carry over a maximum of ten (10) unused posted vacation days into the next school year.
2. Employees may cash in up to a maximum of seven (7) unused posted vacation days which will be paid out in July each year.
3. Any employee wishing to carry over and/or cash in unused posted vacation days is to fill out the form and submit to the HR-LR Office by June 30<sup>th</sup> each year.
4. Failure to timely and properly fill out this form will result in:
  - a. The automatic cashing in and paying out of no more than seven (7) unused posted vacation days;
  - b. Any remaining unused posted vacation days, not to exceed ten (10) will be carried over to the next school year; and
  - c. Any unused posted vacation days remaining after Steps 4a and 4b will be converted to sick days.

**My request is based on the above BSA contract language as tabulated below:**

**CARRY OVER** a total of \_\_\_\_\_ vacation days    **CASH IN** a total of \_\_\_\_\_ vacation days

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**BELOW FOR HR-LR OFFICE USE ONLY:**

\_\_\_\_\_  
Received by

\_\_\_\_\_  
Date

The Bedford Board of Education approved the contract on February 24, 2022 and was effective February 4, 2022. Also see "footnote 1" located on the cover of this contract.

**Signatures**

 4/25/22

Howard D. Schwager  
Executive Director  
Human Resources & Labor Relations  
And Chief Negotiator

 4/21/2022

Anita Newman, President  
Bedford Secretarial Association

 4/21/2022

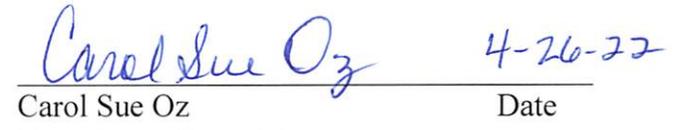
Shelly Haise  
HR-LR Specialist

 4-21-2022

Kate Schmus, Vice President  
Bedford Secretarial Association

 4/28/2022

Lisa McCaig  
President, Bedford Board of Education

 4-26-22

Carol Sue Oz  
Negotiating Team Member  
Bedford Secretarial Association

 04/21/2022

Pam May  
Negotiating Team Member  
Bedford Secretarial Association

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