

**AGREEMENT**

**BETWEEN**

**THE SOUTHGATE COMMUNITY SCHOOL DISTRICT**

**AND**

**TEAMSTERS STATE COUNTY AND MUNICIPAL WORKERS  
LOCAL 214  
SOUTHGATE ADMINISTRATIVE ASSISTANTS**

**JULY 1, 2013 - JUNE 30, 2018**



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**ARTICLE 1. PREAMBLE**

The Southgate Community School District, hereinafter called the "District" and Southgate Community Schools Administrative Assistants Staff, Teamsters Local 214, hereinafter called the "Union", hereby affirm their mutual interests in the development of services of the highest quality for the benefit of the students and the Southgate Community School District. Therefore, the Southgate Community School District and the Union agree as follows:

**ARTICLE 2. RECOGNITION**

- 2.1 The District recognizes the Union as having been designated and selected by a majority of its employees in the unit described below for the purpose of collective bargaining with respect to rates of pay, hours of employment and working conditions.
- 2.2 The bargaining unit shall be defined as all administrative assistants, bookkeepers, administrative assistants to chief building administrators, general office employees who are regularly scheduled twenty (20) hours or more per week and who are employed in the wage classifications set forth in Article 18.
- 2.3 The bargaining unit shall exclude confidential employees, specifically the administrative assistant to the superintendent and the administrative assistant to the business manager, only.
- 2.4 During the terms of the Agreement, the Board agrees that it will not enter negotiations with any organization other than the Union, concerning wages, hours of employment and working conditions for persons covered by this Agreement.

**ARTICLE 3. ASSOCIATION DUES AND AGENCY SHOP**

- 3.1 Each bargaining unit member shall, on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, (1) join Union or (2) pay a Service Fee to the Union. The Service Fee shall not exceed the amount of Union dues collected from Union members. The bargaining unit member shall pay such Service Fee or dues directly to the Union.

## **ARTICLE 4. DISCIPLINE, DISCHARGE AND JUST CAUSE**

### 4.1 Just Cause

No bargaining unit member shall be disciplined without just cause. Written reprimands, two (2) years old or more, will not be used against an employee, and will be destroyed. The term “discipline” as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in classification, compensation, or occupational advantage; discharges. Any such discipline, including adverse evaluation of bargaining unit member performance, shall be subject to the grievance procedure. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than at the time discipline is imposed.

### 4.2 Written Discipline

Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Union. Any issue that leads to a written discipline and is not called to the attention of the bargaining unit member within ten (10) work days may not be used in any disciplinary action against the bargaining unit member.

### 4.3 Response to Discipline

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing within 10 working days and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the bargaining unit member’s personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board.

### 4.4 Union Representation

A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the employee’s right to representation.

### 4.5 Discipline System

It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members:

- a. Verbal warning by appropriate administrator.
- b. Written warning by appropriate administrator.
- c. Written reprimand by appropriate administrator.
- d. Suspension with pay pending a “Just Cause” hearing.
- e. Suspension without pay.
- f. Dismissal for just cause only.

**ARTICLE 5. COMPENSATION**

- 5.1 Wage Schedule. The wages of office personnel covered by this Agreement are set forth in the attached Schedule and incorporated in this Agreement. Such wage schedule shall remain in effect for the duration of this Agreement.
- 5.2 Hourly Rates. The hourly rates of pay shown on the wage schedule are based on full-time employment in the specified positions.
- 5.3 Overtime. All work authorized by the School District and performed by employees in excess of 40 (forty) hours in any one work week will be paid at the rate of one-and-a-half (1-1/2) times their regular rate. Comp time may be used in lieu of cash payment at the rate of one-and-a-half (1-1/2) times with prior approval of the immediate supervisor.
- Payment for Saturday will be paid at the rate of one-and-a-half (1-1/2) times the hourly rate of pay if the work week exceeds forty (40) hours.
- 5.4 Call-in. In the event that an employee is called into work on a day other than a regularly scheduled workday, that employee shall receive a minimum of three (3) hours pay in accordance with the wage schedule.
- 5.5 Mileage. Employees required to use their automobiles for purposes of school business shall be paid a mileage rate equal to the current IRS rate.
- 5.6 Longevity will be paid on a separate check in December based on completion of years of service achieved as of June 30 of the previous fiscal year, and for subsequent years thereafter, as outlined in this agreement.

For the purpose of longevity, a year of service of a bargaining unit member is any year that the bargaining unit member was actively and continually employed by the Southgate Community School District.

Based on the above guidelines, employees who have completed:

Ten (10) years of service receive \$500 per year  
Fifteen (15) years of service receive \$750 per year  
Twenty (20) years of service receive \$1000 per year

- 5.7 Conversion of Sick days Upon Retirement, Resignation, Death  
After one year of service, employees will be paid 1/3 of accumulated sick leave days upon their retirement. Retirement shall be defined to mean an employee who is eligible to commence receiving and submits documentation that he/she will actually receive pension benefits from the Michigan School Employees Retirement Fund within thirty (30) days following termination of employment.

After one year of service, employees will be paid 1/4 of their accumulated sick leave days upon leaving employment for reasons other than retirement.

Upon the death of an employee, the beneficiary or estate shall be paid one-half (1/2) of the deceased accumulated sick days.



## COMPENSATION (continued)

### 5.8 Tuition Reimbursement (Ongoing Formal Education)

- a. **Employee Eligibility:** Full-time employees who have been with the District for at least one continuous year, with allowance for approved leave of absence, shall be eligible to receive tuition reimbursement for one course per semester up to a maximum of \$250.00.
- b. **Application for Reimbursement:** Application for tuition reimbursement shall be made in writing no later than ninety (90) days following the completion of the semester enrolled in. Such requests shall be submitted on a Tuition Reimbursement Request Form. (See Appendix B)

The maximum lifetime benefit a bargaining unit member may receive under this section is \$5,000.

Tuition reimbursement shall be available for courses not available through Adult and Community Education programs. Employees will take pre-approved classes to help upgrade the skills in performing their job function or for other educationally related activity.

## **ARTICLE 6. WORK SCHEDULE**

- 6.1 Time schedules for opening and closing offices and departments shall be fixed by the administrator directly in charge, with the approval of the Superintendent of Schools. Schedules will be posted for the ensuing year before the end of the school year whenever possible.
- 6.2 Elementary School: The normal work day shall be eight (8) hours. The normal work week shall be forty (40) hours. If changes are deemed necessary, such alteration shall be made by the Superintendent, after discussion with the union.
- 6.3 Middle and Senior High, Board Office and Special Services: The normal work day shall be eight (8) hours. The normal work week shall be forty (40) hours. If changes are deemed necessary, such alterations shall be made by the Superintendent of Schools.
- 6.4 Lunch Period: Employees covered by this agreement shall be entitled to a thirty (30) minute paid duty free lunch period away from their work station. The starting time for the lunch periods shall be scheduled by the administrator, director, or supervisor of the office to which each employee is assigned. Of the two ten (10) minute breaks to which administrative assistants are entitled; administrative assistants may take one of them and add it to their lunch with the approval of their building administrators.
- 6.5 Rest Break: A rest break of ten (10) minutes in the morning session and ten (10) minutes in the afternoon session shall be granted. The time of the break will be at the mutual convenience of the administrator and the employee concerned.

Breaks are not to be combined or accumulated. It is recommended that the break be scheduled at the midpoint of each session. Offices having more than one employee should stagger the break.

### 6.6 Work Year:

Effective for the 2013-14 school year, the work year shall start on Tuesday, August 13, 2013. Effective for the 2014-2015 school year, the work year shall start on Tuesday, August 12, 2014. Effective for the 2015-2016 school year the work year shall start on Tuesday, August 18, 2015. For 2016-2017 the work year shall start on Tuesday, August 16, 2016 and for 2017-2018 the work year shall start on Tuesday, August 15, 2017. If administrators are not scheduled to work, the school buildings will remain locked and inaccessible to the public. The school year ends between 5 and 7 days after that of the teaching staff or any additional days up to 10 (ten) days as necessary with prior approval of administration.

## ARTICLE 7.

## LEAVES

- 7.1 Sick Leave. Seniority bargaining unit members shall be entitled to sick leave accumulation at the rate of one (1) day per month of active work. Ten (10) month employees shall receive six (6) sick days in August and five (5) sick days in January. Twelve (12) month employees shall receive six (6) sick days in July and six (6) sick days in January. The employee shall follow the call-in provision set forth in Article 17.5. Proof of illness may be requested after five (5) days of absence. Authorized sick days shall accumulate to a maximum of 200 days.

A paid sick day shall be determined by multiplying the individual employee's hourly rate times the employee's normally scheduled hours of work on that day of absence (i.e., excluding all hours which are scheduled on the day of absence but which are beyond the normally scheduled hours of that employee.)

- 7.2 Personal Business. Personal business leave of three (3) days each year without loss of pay shall be granted in cases where such business cannot be conducted after work hours or on weekends. Personnel requesting business days shall give adequate notice together with a reason for the time off. Unused personal business days shall be accumulated as sick days. For the duration of this contract there will be one additional day per school year which may be used the Friday before Labor Day.

Personal business days shall be granted on a pro-rated basis for new employees who commence work at such time that would prevent the employee from completing a full work year for that position.

Personal business days shall not be used to extend a scheduled break unless there are extenuating circumstances.

- 7.3 Extended Health Leave. Any employee whose personal illness extends beyond the period compensated under Paragraph 7.1 above, and has a minimum of one (1) year continuous employment in the School District, shall be granted a health leave, upon written request, and a physician's recommendation for the time period necessary for the employee to recover from the illness or disability, but in no event shall the leave extend a maximum of one (1) year without the approval of the Board, or its designee. Any health leave granted under this section shall be without pay or fringe benefits except for Article 11.8.

- 7.4 Verification of Illness. The Superintendent or the Superintendent's designee, may, at any time during the leave, require an employee to submit from the employee's physician, pertinent medical records and, at the District's expense, to be examined by a District-appointed physician, psychologist, or other professional to determine if the employee is disabled, mentally or physically, or ill to the extent of being unable to perform the normal daily duties and functions.

- 7.5 Five Consecutive Day Absence. In the event of an absence of an employee due to personal illness or disability of five (5) consecutive working days, then, at the employee's expense, the Superintendent or designee, may require the employee to provide a physician's statement setting forth the specific illness or disability and the expected length of the absence. Before returning to work, the employee, at one's own expense, shall provide a physician's statement indicating ability to resume his/her duties.

**LEAVES** (continued)

- 7.6 Advance Request for Extended Illness/Disability Leave. If an employee reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than fifteen (15) working days due to personal illness or disability, he/she shall immediately notify the Human Resource Department of this fact, and shall provide the Human Resource Department, at his/her expense, with a physician's statement setting forth the specific illness or disability, the date the employee's disability will commence, and the expected length of the absence. In the case of a disability due to pregnancy, it is expected that an employee will comply with this section at least six (6) months before the expected date of birth.
- 7.7 Return from Extended Leave. Upon recovery from the illness or disability within the time limits granted in the leave and upon submission of the physician's statements, the employee will be assigned consistent with the provisions of Article 9.
- 7.8 Written Request for Leave; Failure to Return. In all cases where an employee is ill or disabled, he/she must request a leave of absence in writing. Failure of the employee to return to work on the date set forth by the District may result in disciplinary action.
- 7.9 Abandonment/Loss of Job. Notwithstanding any other provision of Article 7 to the contrary, in the event an employee is requested by the District, at any time, to fill an available position in the union, in the employee's classification, following the employee's recovery from the illness or disability, and the employee does not report to work in that position on the designated date set forth in the notification, then such employee shall have no further rights of reinstatement. The employee's failure of acceptance shall be deemed as a resignation of employment.
- 7.10 Compensation for Sick Days. Notwithstanding any other provision of this contract to the contrary, compensation for sick days shall only be paid the employee if he/she would have been otherwise scheduled to work, but for the illness or disability.
- 7.11 Resolution of Disputed Sick Leave Eligibility. If the employee's absence is, or can be reasonably expected to be, more than thirty (30) working days, and the School District disputes the fact that the employee is unable to work, the Union or the School District may appeal this issue to the American Arbitration Association by filing a Demand for Arbitration with the American Arbitration Association, and simultaneously serving a copy upon the other party. The Demand for Arbitration shall set forth the nature of illness or disability which is in dispute.

Upon the filing of the Demand for Arbitration, the American Arbitration Association shall submit to the parties a list of five (5) or more arbitrators who shall be physicians specializing in the illness or disability which is in dispute. Within fifteen (15) calendar days after receiving the list of physician arbitrators, the parties shall return the list to the American Arbitration Association, setting forth their choice of the Arbitrator in order of preference. If the parties do not agree upon an Arbitrator, then the physician arbitrator shall be selected by the American Arbitration Association in any other manner it deems best.

## **LEAVES** (continued)

In cooperation with the parties, the American Arbitration Association shall establish a hearing date, and the Arbitrator shall hold a hearing and render his/her decision within thirty (30) calendar days after the hearing has been closed.

It shall be the sole and only function of the Arbitrator, after due investigation, to render a decision whether the employee was ill or disabled to the extent that he/she was, remains, or will be disabled to the extent that he/she was, is, or will be unable to perform his/her daily duties and functions. If the Arbitrator's decision is in favor of the School District, the Arbitrator's decision shall require the employee to return all monies expended by the School District in paying any salary and fringe benefits during the time the employee was not disabled or ill. Any disciplinary action the School District shall take shall not be decided by the Arbitrator under this provision.

The cost for the services of the physician Arbitrator, including per diem expenses, and the costs for filing the Demand for Arbitration, shall be borne equally by the School District and the Union. All other expenses shall be borne by the parties incurring them, and neither party will be responsible for the expenses of the witnesses called by the other.

There shall be no appeal from the physician Arbitrator's decision, it shall be final and binding on the Union, its members, the employee involved, and the School District if the decision is within the scope of the physician Arbitrator's authority as set forth above.

- 7.12 Dispute Regarding Illness. If the School disputes the illness or disability of the employee, and the absence of the employee will be, is, or was reasonably expected to be less than thirty (30) working days, then the issue shall be resolved according to Article 18 and will not be subject to resolution by Article 7.11 above.
- 7.13 Definition of "Physician". As used herein, the term physician shall refer to a licensed physician M.D., or a licensed osteopath O.D., or to a hospital or clinic wherein the employee was treated by a licensed physician or osteopath.
- 7.14 Unpaid Personal Leave. A personal unpaid leave for other than extending a regular vacation may be applied for by submitting a written statement. The request stating the reason shall be submitted to the Superintendent or delegated representative accompanied by an endorsement signed by the immediate supervisor. The leave may be granted if the operation of the office is not impaired by such leave of twenty-one (21) calendar days or less. This leave, if covered by the Family Leave and Medical Act (FLMA) will be granted in accordance with the law. In the event of extenuating circumstances, exceptions may be made to extend leaves. Provided, however, the Superintendent or designee's decision regarding the personal leave other than those covered by the FLMA shall be final and not subject to the grievance procedure. The granting of such leave shall not result in the interruption of Board-paid fringe benefits, provided the duration of said leave does not exceed thirty (30) calendar days. In cases covered by the FLMA, benefits will be provided in accordance with the law.

## **LEAVES** (continued)

### 7.14 (continued)

An employee returning from a non-medical unpaid leave of sixty (60) calendar days or less shall have the right to return to his/her same position. An employee returning from a non-medical leave of more than sixty (60) calendar days shall have the right to return to a position in the same classification and may displace the least senior person in that classification that does not result in an increase in hours and work year. If no one is less senior, he/she may displace someone less senior in a lower classification for which qualified.

7.15 Funeral Leave. A full-time employee shall be allowed up to five (5) consecutive working days for the necessary attendance at the funeral of an immediate family/step immediate family member. Additional accrued sick or personal days may be used with approval of the Superintendent or designee. An immediate family/step immediate family member shall be defined as including spouse, son, daughter, son-in-law, daughter-in-law, mother, father, sister, brother, grandparents, grandchildren, brother-in-law, sister-in-law, father-in-law, or mother-in-law. One (1) funeral day shall be allowed for other death.

7.16 When a Leave Impacts Advancement on Wage Schedule. Increment shall be granted for the above leaves if the employee completes one-half (1/2) his/her yearly working schedule during the year in which the leave is granted.

7.17 Union Business Leave. The Board shall release designated union representatives up to a maximum of five (5) days per year to conduct union business. Such released time shall be taken at the discretion of the union leadership without loss of pay or benefits, provided that the affected administrators are notified in advance.

The union steward will notify the Human Resource Department of the union business two (2) days prior to the absence and no more than three (3) consecutive school days may be taken at one time.

The steward may request an additional five days from the superintendent, or designee. If additional days are granted, the union shall promptly pay the school district for the cost of the substitute Administrative Assistant, if one is necessary. It is expected that this time will be used to benefit both the union and the district by improving personnel relations.

**ARTICLE 8. SENIORITY AND LAYOFF**

- 8.1 Definition of Seniority. Seniority shall be defined for purposes of this Agreement to mean the length of an employee's service with the Employer in positions included within the bargaining unit after the employee has completed the probationary period. Upon the completion of the probationary period, employees shall be placed on the seniority list as of the first day worked. In the event more than one employee has the same first day worked, the Union shall conduct a drawing at the end of the probationary period among the affected individuals to determine the correct position on the seniority list.
- 8.2 Probationary Period. The probationary period for new hires shall be 120 calendar days.
- There shall be two written evaluations during the probationary period (120 calendar days) for all new employees. These evaluations shall include specific areas of deficiencies, specific areas of accomplishment, and opportunities for improvement.
- 8.3 No Just Cause During Probationary Period. During the probationary period, the employer shall have the sole right to discharge, discipline, transfer, demote, or layoff employees for any reason without regard to provisions of this agreement and no grievances shall arise therefrom.
- 8.4 Termination of Probationary Employees During a Layoff. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in the work force and there shall be no requirement for the employer to rehire. In the event they are rehired at a later date, they shall be treated as new employees.
- 8.5 Loss of Seniority. An employee shall be terminated and lose his/her seniority rights if he/she:
- a. quits;
  - b. is discharged;
  - c. is laid off for a period of eighteen (18) months or length of his/her seniority, whichever is greater;
  - d. fails to accept recall from layoff or fails to report for work at the designated time after acceptance of recall;
  - e. is absent for two (2) consecutive work days, without notice and fails to provide a reasonable excuse;
  - f. fails to return from an authorized leave of absence, vacation, or sick leave at the designated time set by the employer or works while on a leave of absence for another employer without the Superintendent of Schools' prior permission;
  - g. has an unexcused absence from work without properly notifying the School District according to the call-in procedure set forth in Article 17.5 of this agreement.

## **SENIORITY AND LAYOFF** (continued)

- 8.6 Change of Address/Phone Number. It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The employee's address and telephone number, as it appears on the Employer's records, shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.
- 8.7 Accepting Employment Outside the Bargaining Unit. An employee in the bargaining unit who is transferred to a job outside the bargaining unit shall retain but not accumulate seniority up to ten (10) years, whether such transfer was made before or after the Union was first recognized as a bargaining representative for the unit. If such employee is later transferred back to the bargaining unit, he/she may exercise his/her frozen seniority credits. This clause shall not be construed to limit the Employer's right to terminate the employee for any reason while assigned to a job outside the bargaining unit and no grievance shall arise nor shall the employee have a right to return to the bargaining unit.
- Current unaffiliated staff administrative assistant is grandfathered into current language. If such an employee is later transferred back to the bargaining unit within ten (10) years, he/she may exercise her frozen seniority credits.
- 8.8 Layoffs. In the event the Employer elects to layoff employees in a given classification, the employees shall be laid off according to lowest seniority. An employee laid off from a classification may exercise his/her bargaining unit seniority to bump an employee with less seniority in that classification or in a lower paid classification, if qualified per School District posting.
- 8.9 Notice of Layoff for Indefinite Period. Employees to be laid off for an indefinite period of time will have at least thirty (30) calendar days notice of layoff. The Local Union Steward shall receive a list from the employer of the employees being laid off on the same date notices are issued to the employees. Vacation days may be used if the employee desires.
- 8.10 Notice of Layoff for Definite Period. Employees to be laid off for a definite period of time because of emergencies or unusual conditions will be given forty-eight (48) hours of notice prior to the layoff. In the event the layoff is due to a work stoppage by another bargaining unit, seventy-two (72) hours notice shall be given. The length of layoff will be told the employee. Vacation days may be used if the employee desires.
- 8.11 In the event an employee is displaced from their current position due to district wide layoffs, school closings, or other circumstances, the employee and the union steward (President) will be notified in writing by the district. Employees will be given a maximum of 72 hours to exercise their seniority, and shall inform the district, in writing, of the position they intend to bump into.



- 8.12 In the event a displaced employee bumps into another position and after a trial period of thirty (30) actual working days, it is determined the employee cannot successfully perform his/her job duties (either by decision of the employee or by district decision based on performance review), the following process shall apply: First the employee moved because of the bump will have the option to return to his/her original position. In that case, the disqualified employee will be required to take that opening. If the originally bumped employee chooses not to return, the open position shall be posted and filled, and the disqualified employee shall fill the resulting opening.
- 8.13 An informal evaluation meeting must take place on or about the fifteenth (15<sup>th</sup>) working day for the trial employee.
- 8.14 Notice of Recall/Failure to Return. In the event an employee on layoff is mailed a notice of recall, by registered mail, to his/her last known address on file in the Human Resource Department, and such employee does not notify the Human Resource Department in writing, by certified mail, return receipt requested, within five (5) days after such offer, of his/her acceptance, then such employee shall have no further rights of reinstatement unless approved by the Superintendent or designee in writing.

**ARTICLE 9. TRANSFERS, JOB POSTINGS AND PROMOTIONS**

- 9.1 Declaration of Vacancy. When the Superintendent of Schools or designee declares a vacancy in the bargaining unit, the Union will be notified and a notice of job vacancy will be e-mailed and posted on the employee bulletin board for seven (7) working days. Posting shall also be e-mailed to each member of the bargaining unit and via U.S. mail to laid-off employees. During the Summer recess period, the posting will be mailed to 10-month employees at their home address.

The notice shall set forth a description of the job; the qualifications for the job; and the hours and shift and rate of compensation. Employees who possess the ability and qualifications may bid on such jobs during the seven (7) working days the notice is posted on the employee bulletin board and no bid after the expiration date of the seven working days will be considered in filling the vacancy.

- 9.2 Qualifications and Seniority. When ability and qualifications are equal among the applicants, the bargaining unit member with the longest seniority in the bargaining unit shall be selected and given a trial period, not to exceed thirty (30) actual working days, to determine if he/she is capable of performing the work. During the trial period, the School District may disqualify the employee at any time and no grievance shall arise, but the employee shall be allowed to return to his/her original position. A conference will be held at the employee's request to discuss the disqualification.

Once an employee has voluntarily chosen to transfer to an open position, he/she will have ten (10) business days to choose to return to his/her previous position. The previous position will not be posted until after the ten (10) business days.

- 9.3 Temporary Assignments:

- a. When the Superintendent of Schools or designee declares a vacancy in the bargaining unit, due to a leave-of-absence which is less than sixty (60) calendar days, then the vacancy need not be posted and may be filled by the School District with a substitute employee. If for medical reasons the leave of absence is sixty-one (61) to three hundred and sixty five (365) calendar days, then a declared vacancy shall be posted and filled with a temporary employee:

If a medical leave of absence extends beyond three hundred and sixty-five (365) calendar days, then the position shall be declared vacant and filled in accordance with 9.1 and 9.2 above.

The employee on a long-term medical leave of sixty (60) to three hundred and sixty-five (365) calendar days shall have the right to return to the same position held prior to leave. An employee holding said position on a temporary basis shall have rights as provided in 9.3 b.1 through b.5.

The employee on a medical leave of more than three hundred and sixty-five (365) calendar days, upon return, shall have the right to a position in the same classification and may displace the least senior person in that classification that would not result in a reduction or increase in hours or work year. If no position is available in the same classification, he/she may displace someone less senior in a lower classification for which qualified.

## **TRANSFERS, JOB POSTINGS AND PROMOTIONS (continued)**

If the leave of absence is for non-medical reasons, and more than sixty (60) calendar days, then a vacancy shall be declared, posted and filled in accordance with 9.1 and 9.2.

An employee returning from a leave covered by FMLA, except as provided by this contract, shall be assigned to a position consistent with the law.

- b.1 A temporary employee shall be hired upon the sixty-first day of absence of a bargaining unit member due to a medical leave of absence. The temporary shall be compensated at Step 0 of the Classification for the position of which he/she is filling in. However, this provision shall not apply to Classification 4. Therefore, the maximum rate of compensation for a temporary shall be Class 3, Step 0. The fringe benefit package as provided in Article 11 shall also be available to the employee except as it relates to 11.9 long-term disability coverage. The maximum number of days a temporary shall be employed is three hundred and four (304) calendar days.
- b.2 The temporary shall become a member of the bargaining unit as of the sixty-first (61<sup>st</sup>) day of employment as a temporary. All terms and conditions of the contract shall be applicable except Article 5 – Section 7, Article 7 – Section 14.
- b.3 Seniority shall only accrue as a temporary, and a temporary may not have claim to any other bargaining unit position. However, a person serving as a temporary shall have the right to an interview prior to any potential new hire.
- b.4 In the event of a reduction in force, temporary employees shall be laid off prior to probationary and full-time employees, a non-probationary bargaining unit member may elect to assume a temporary position rather than be laid off, provided he/she meets the minimum qualifications for the position. In this event the rate of compensation for the temporary position shall be at the step closest to the current rate of pay of the bargaining unit member.
- b.5 In the event a temporary is employed in a permanent position within one (1) calendar year from the date he/she completed a temporary assignment, he/she shall receive fringe benefits during the probationary period in the new permanent position. However, he/she shall not become a bargaining unit member until the probationary period has been successfully completed as provided in Article 8, Section 2.

**ARTICLE 10. VACATIONS AND HOLIDAYS**

- 10.1 Twelve (12) month full-time employees who have completed at least one year of service by the eligibility date of July 1 - June 30 of each school year, but less than five (5) years of service, shall receive ten (10) days vacation with pay.
- 10.2 Twelve (12) month full-time employees who have completed four (4) years of service by the eligibility date of July 1 - June 30, of each year but less than ten (10) years of service, shall receive fifteen (15) days vacation with pay.
- 10.3 Twelve (12) month full-time employees who have completed nine (9) years of service or more by the eligibility date of July 1 - June 30 of each year, shall receive twenty (20) days of vacation with pay.
  - a. Ten month employees changing to a 12 month position shall immediately begin 12 month vacation schedule.
- 10.4 Eligibility for Vacation. To be eligible for a vacation or vacation allowance, the employee must have actually worked a minimum of 1480 regular hours, excluding overtime hours, during the preceding fiscal school year. An employee who actually works 1680 regular hours shall receive a full vacation or vacation allowance. An employee who actually works 1480 regular hours, but less than 1680 shall receive one-half (1/2) of his/her vacation or vacation allowance.
- 10.5 Vacation Allowance in Lieu of Vacation. The School District may, upon the consent of the employee, pay a vacation allowance based upon the formula set forth above in sections 10.1, 10.2, and 10.3 in lieu of a vacation with pay.
- 10.6 Approval of Vacations. Vacations will be granted as to not interfere with the efficient operations of the School District. However, if the School District, in its discretion, determines that there will be no interference and two or more employees request vacation at the same time, then the highest seniority employee's request will be granted.
- 10.7 Holiday during Vacation. When a paid holiday set forth in Article 10.10 falls during an employee's scheduled vacation, the vacation will be extended one day continuous with the vacation.
- 10.9 Vacation Year. The eligibility date for the vacation year shall begin on July 1 and end on June 30 of the next fiscal year.

**VACATIONS AND HOLIDAYS** (continued)

- 10.10 Twelve (12) month full-time seniority employees shall be paid their regularly scheduled hours at their regular straight time hourly rate, exclusive of any overtime premiums, during the term of this Agreement for the following holidays:

New Year's Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Year's Day, all mid-winter break days when school is closed. Election Day and Martin Luther King, Jr. Day and day before Thanksgiving shall be recognized as holidays when placed on the school calendar as holidays.

Ten (10) month full-time seniority employees shall be paid their regularly scheduled hours at their regular straight time hourly rate, exclusive of any overtime premiums, during the term of this Agreement for the following holidays. Whenever the school year is continued and this extension covers a paid holiday which is granted 52-week employees, ten (10) month employees will receive holiday pay for the day in question:

Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas vacation (10 days), Easter vacation (6 days), all mid-winter break days when school is closed, Memorial Day. Election day, Martin Luther King, Jr. Day and the day before Thanksgiving shall be recognized as holidays when placed on the school calendar as holidays. If the school calendar is altered in a way which requires a 10-month seniority employee to work on a paid holiday, the employee shall receive holiday pay in addition to the wages paid; provided an employee meets all of the following eligibility rules provided below:

- a. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

- 10.11 Holiday on a Saturday/Sunday. When any of the above enumerated holidays falls on a Sunday, and the day following is observed as a holiday by the State or Federal government, it shall be paid as such a holiday.

When any of the above enumerated holidays falls on a Saturday and the day preceding is observed as a holiday by the State or Federal government, it shall be paid as such a holiday.

- 10.12 Failure to Work on Holiday When Scheduled to Work. An employee who is scheduled to work on any holiday and does not work said day, shall receive no holiday pay for such day unless the employee submits a physician's statement certifying that he/she was seen by the physician on that day and was ill.

**VACATIONS AND HOLIDAYS** (continued)

10.13 Pay for Work on Holiday. An employee required to work on any of the above named holidays shall receive straight time for all hours worked on such holiday in addition to holiday pay.

10.14 Act of God Days. In the event that school is not in session because an Act-of-God day has been declared by the Board of Education or the Superintendent, qualified members of the bargaining unit shall be eligible for no more than five (5) Act-of-God days per year. Starting with the 2014-2015 school year, after use of Act-of-God days, personal business days or one (1) previously accumulated comp day may be used.

Key personnel may be required to report to work in emergency situations. When key personnel are required to report in an emergency, there shall be no additional expense to the District.

10.15 Act of God Day. In the event an Act-of-God day coincides with a previously scheduled vacation day, the employee shall not be charged with a vacation day and shall have the right to reschedule the day at a later time.

10.16 Attendance at Annual Meeting. One-half (1/2) day per year shall be provided with pay for a bargaining unit to attend an annual meeting in December. The date shall be approved by the Superintendent or designee after discussion with the union.

## **ARTICLE 11. INSURANCE**

### 11.1 Health Insurance and Prescription Drugs

The School District agrees to pay the cost for a health care benefit that will assure coverage for the employee and dependent family members. The coverage provided by the District will be replaced with coverage referred to as Blue Cross Blue Shield Community Blue PPO Plan 1. As of July 1, 2011 the co-payments associated with the PPO-1 Plan will be \$10/\$20/\$150 and an optional PPO-4 Plan has been added to the coverage for potential future use. The supplemental drug rider will remain at \$10/\$10/\$40.

Effective January 1, 2014, the medical and prescription insurance coverage shall be MESSA ABC (Account Base Choices), Plan 1 with the \$1250/\$2500 deductibles. These deductibles will be funded by the employees and may be funded through a HSA account. The medical and prescription insurance plans will remain in effect until both parties mutually agree to review other insurance options.

The employer may implement health care cost limitations as stated in Section 3 of 2011 PA 152, MCL15.563. However, any amendments to the act will be made immediately effective.

The obligation of employees who are required to pay the difference between the premium and the state mandated hard cap amount will cease once employees have fulfilled the amount from July 1, 2013 through December 31, 2013.

- 11.2 Change of Carrier. During the term of this Agreement, the School District shall have the right to change the hospitalization carrier as long as the new carrier policy provides equal or better benefits as set forth in 11.1 above.
- 11.3 Term Life Insurance. The School District will select an insurance carrier and pay the premiums to provide \$30,000 of term life insurance for full-time seniority employees.
- 11.4 Benefits Listed in Insurance Policy. The benefits provided in this Article shall be subject to the terms and conditions specified in the insurance policy.
- 11.5 No Cash Reimbursement if Not qualified to Receive Benefits. The benefits provided for in sections 11.1 (health insurance and prescription drugs) and 11.3 (term life insurance) shall be by way of fringe benefits with no cash reimbursement for those employees who do not qualify.
- 11.7 Continuation of Benefits During Unpaid Sick Leave. Insurance (hospitalization and term life) coverage will be paid for a three (3) month period starting with the first day of unpaid sick leave.

- 11.8 Long-Term Disability Insurance. The School District will select an insurance carrier and pay the premiums to provide a long-term disability policy which contains, among other provisions, the following:
- a. Benefit of 65% of the employee's salary not to exceed \$2,240 per month for a 12 month period.
  - b. The benefits shall be up to the completion of the school year in which the employee becomes age 65.
  - c. Shall cover existing conditions.
  - d. Shall cover both occupational and non-occupational disabilities.
  - e. Contain an occupational rehabilitation waiver of no more than three (3) years.
  - f. Shall have a 90-calendar day waiting period before employee is eligible for benefits.
  - g. Shall have an additional 20 calendar days waiting period for recurrence of the same disability.
  - h. Shall cover disabilities that result from illness or injury.
  - i. Social Security Freeze.



**INSURANCE** (continued)

11.9 Dental Insurance. The School District will select an insurance carrier and pay the premiums to provide a dental insurance policy which contains, among other provisions, the following:

- a. 80% of the basic dental, diagnostic and preventive services shall be paid by the carrier (maximum benefit \$1,000 per person per year). Exclusions are:
  - 1. Oral Hygiene Instruction
  - 2. Experimental Treatment
  - 3. Dietary Planning
  - 4. Cosmetics
- b. 80% of Prosthetic Services to be paid by the carrier. Exclusions are:
  - 1. Lost, misplaced or stolen prosthetics.
  - 2. Additional costs for gold.
- c. 60% of Orthodontic. Maximum benefit \$1000 per person per lifetime.

11.10 Vision Care. The School District will select an insurance carrier and pay the premiums to provide a vision care policy which contains, among other provisions, the following:

- a. Examination \$35.00
- b. Regular Lenses 56.00 per pair
- c. Bifocal Lenses 90.00 per pair
- d. Trifocal Lenses 110.00 per pair
- e. Frames 55.00 per pair
- f. Contact Lenses 115.00 per pair
- g. If Medically Required 200.00 per pair

**INSURANCE** (continued)

- 11.11 Cash in lieu of Health Insurance and Prescription Drugs. An employee may elect to waive coverage provided in 11.1, above (Health and Prescription coverage) and receive four thousand (\$4,000) per year. This benefit shall only be available to an employee who has or can obtain medical coverage from another source other than the Southgate Community School District.
- 11.12 Cash in lieu of Dental and Vision Insurance. An employee may elect to waive the coverage provided in 11.9 (Dental) and 11.10 (Vision) above and receive two hundred (\$200) per year. This benefit shall only be available to an employee who has or can obtain dental and vision coverage from another source other than the Southgate Community School District.
- 11.13 The School District agrees to participate in an Internal Revenue Service approved flexible spending plan for unreimbursed dental, vision, health, child care, or any other mutually agreed upon expenses for employees electing to participate. As of January 1, 2014 the district will provide limited flexible spending plans as allowable with health savings accounts.

**ARTICLE 12. JURY DUTY**

12.1 Judicial Leave

Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation and benefits for such time. An employee granted Judicial Leave shall forward to the district any pay received for attendance at the proceeding. The member shall retain any payment for mileage.

**ARTICLE 13. WORKER'S COMPENSATION**

13.1 An employee who is injured on the job, which is compensatory under Workman's Compensation, shall not be entitled to wages, sick days or sick day accrual, paid holidays, paid vacation or vacation accrual, or other forms of compensation which may be provided for in this Agreement.

**ARTICLE 14. GRIEVANCE PROCEDURE**

- 14.1 Definition. A grievance is defined as an alleged violation of a specific provision of this Agreement. This grievance procedure shall not be applicable to any situation where the employee has a remedy to a governmental agency, where the Board is without legal authority to take the action sought, or to remedy a complaint where the matter complained of is not covered by this Agreement.
- 14.2 Right to Discuss Grievance. Nothing contained herein will be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any supervisory or administrative personnel and having the grievance adjusted without intervention of the Union, provided the Union is given the opportunity to be present at such adjustment.
- 14.3 a. Step 1. Immediate Supervisor. In filing a grievance, the employee or the Union shall first present the grievance in writing, on form provided by the District, to his/her immediate supervisor within ten (10) days after the occurrence of the alleged violation of the contract. The grievance shall state the facts giving rise to the grievance, the date the grievance occurred, the articles and sections of the contract alleged to be violated, and shall be signed by the grievant and local Union Steward. Within ten (10) days following receipt of the grievance, the supervisor shall mail or deliver to the employee a written answer.
- b. Step 2. Superintendent. If the grievant is not satisfied with the supervisor's written answer, or if no answer was given by the supervisor within the time limit, the grievant may appeal the grievance to the Superintendent, or designee, by filing the grievance with the Superintendent's office within ten (10) working days following receipt of the supervisor's answer, or if no answer is given within ten (10) working days from the date the answer should have been given. Within ten (10) days, the Superintendent or a designee shall meet with the Steward, Business Agent, and the grievant at its request to discuss the grievance and the Superintendent or a designee shall answer the grievance within ten (10) days following the meeting or the receipt of the grievance, whichever is later, by mailing or delivering the answer to the aggrieved, the steward and Business Agent.

## GRIEVANCE PROCEDURE (continued)

- c. Step 3. Board of Education. If the grievant is not satisfied with the Superintendent's or designee's answer, the Union may appeal the grievance to the Board of Education by delivering to the Superintendent's office the appeal with ten (10) working days after receipt of the Superintendent's or designee's answer. The appeal should state the reason why the Union does not agree with the Step 2 answer and shall be signed by the steward. The Board of Education shall consider the grievance at its next regularly scheduled meeting, or twenty (20) days, at the Board's option, and shall answer the grievance in writing by mailing to the Union its answer within five (5) days after reaching its decision.
  - d. Step 4. Arbitration. If the Union is not satisfied with the Board's written answer, it may appeal the grievance to binding arbitration by filing a demand for arbitration with MERC, and delivering a copy to the Superintendent or designee's office, within thirty (30) days after receipt by the Union of the Board's written decision.
- 14.4 Discharge/Suspension of Seniority Employee. In the event of a discharge or a suspension of a non-probationary employee, a grievance shall be initiated at Step 2 of the grievance procedure by the employee filing a grievance with the Superintendent's office within five (5) days of the discharge or suspension. Thereafter, Step 2 and all other steps of the grievance procedure shall apply.
- 14.5 Selection of Arbitrator. The Arbitrator shall be selected in accordance with the rules of MERC governing labor disputes. The costs for the service of the Arbitrator, including per diem expenses, shall be borne equally by the parties and all other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.
- 14.6 Powers of Arbitrator. It shall be the function of the Arbitrator, and shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement, but he/she shall not add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

He/she shall have no power to establish or change salary scales or to change any practice, policy, or rule of this Employer not in violation of this Contract; not to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule, or any action taken by the Employer, nor shall he/she rule on matters within the rights of the Employer as set forth in Article 15 or matters which have been excluded from the grievance procedure or arbitration.

## **GRIEVANCE PROCEDURE** (continued)

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first issue a decision on the question of arbitrability before concluding a hearing on the merits. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merit.

- 14.7 Appeal of Arbitration Award. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding upon the Union, its members, the employee or employees involved, and the Employer.
- 14.8 Failure to File Timely. Any grievance not advanced to the next step by the employee and/or Union within the time limit in that step shall be deemed withdrawn with prejudice. Time limits may be extended by the Employer and the Union in writing; then the new date shall prevail.
- 14.9 Binding Agreement. Any agreement reached between the Employer and the Union representative is binding on all employees affected and cannot be changed by any individual.
- 14.10 Grievances arising under this Article shall be processed during mutually agreed times.
- 14.11 Claims for Back Wages. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of the back pay. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as a representative grievance by mutual written agreement by the parties.
- 14.12 No more than one such grievance or dispute may be submitted in one arbitration proceeding except by written agreement of the parties.

**ARTICLE 15. MANAGEMENT RIGHTS**

- 15.1 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the District except those which are clearly and expressly relinquished herein by the District, shall continue to vest exclusively in and be exercised exclusively by the District without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the District's right to:
- a. The management of the School District and the direction of the working forces, including but not limited to the establishment and enforcement of working rules, the assignment of work to employees, the right to hire, promote, discharge, discipline, layoff and recall employees and to maintain discipline and efficiency, the scheduling of hours and shifts, the determination of the number and kinds of classifications to be established, or continued, the number of employees in such classifications and the work to be performed within the classification.
  - b. To determine the amount and size of the management organization; determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distribution or disseminating; methods and standards of operation; the means, methods, and processes or carrying on the work; and the institution of new and/or improved methods or changes therein; determine the number and location or relocation of its facilities and schools, including the establishment and closing of such schools and facilities; determine the place where work is to be performed and the distribution of work, and the source of materials and supplies; determine the policy affecting the selection and training of employees.

**ARTICLE 16. NO STRIKE - NO LOCK OUT**

- 16.1 During the term of this Agreement, the Union will not cause or permit its members to cause, nor will any employee of the bargaining unit take part in any work stoppage, strike, sympathy strike, slowdown, picketing, refusal to do assigned work or other interruptions of the work of the Employer.
- 16.2 The Employer agrees that it will not lock out any employee during the term of this Agreement because of any dispute or disagreement that may arise between the Employer and the Union.
- 16.3 Any employee or employees who engage in any such prohibited conduct under this Article shall be subject to discipline or discharge. The issue, whether an employee has violated this Article, may be grieved to arbitration; but, if the Arbitrator finds that there was a violation, then the arbitrator shall have no authority to alter, amend, or reduce the disciplinary action or discharge.



**ARTICLE 17. MISCELLANEOUS PROVISIONS**

- 17.1 Invalidity. If any article or section of this Agreement, or any appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any appendix thereto, or the application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby; provided, however, the parties agree to bargain concerning any article or section held to be invalid.
- 17.2 Past Practices. This Agreement supersedes and cancels all previous agreements between the parties, verbal or written, or based on alleged policies or practices.
- 17.3 Mutual Agreement to Reopen Negotiations. The parties acknowledge that during the negotiations of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Provided, however, by mutual agreement of the parties, this Agreement may be reopened for negotiations; but any amendment or supplemental agreement shall not be binding unless executed in writing and ratified by both parties.
- 17.4 Gender Neutrality. It is the intent of the parties that the agreement be gender neutral. Thus, the use of words referring to either the female gender or the male gender shall be read to include both.
- 17.5 Reporting Absences. When an employee is unable to be at work on a day that he/she is scheduled, he/she shall contact the district by using district's current absent reporting procedures not later than one hour prior to starting time except in a case of an emergency.

**MISCELLANEOUS PROVISIONS** (continued)

- 17.6 Summer Substitutes. When substitutes are needed during the summer months, bargaining unit members who have requested work will be offered such work on a rotating seniority basis. The rate of pay shall be at the bargaining unit member's hourly rate.
- 17.7 Non-Discrimination. The District and the Union agree not to discriminate against any member, as established by law, on the basis of race, creed, religion, color, national origin, disability, age or sex. The alleged violation of this section shall be processed in accordance with Board policy.
- 17.8 Americans With Disabilities Act. The School District and the Union shall abide by the Americans with Disability Act, and the employer has the right to take those actions necessary to comply with the ADA.
- 17.9 No Smoking. Bargaining unit members shall not smoke on school property.
- 17.10 Dispensing of Medications. The dispensing of medication by administrative assistants to students shall be limited to oral medications required during the school day, use of EPI pens in an emergency, and overseeing inhaled medications, with the exception of nebulizers. The dispensing of these medications shall be in accordance with Board Policy.

**ARTICLE 18. WAGES**

18.1 No employee shall advance on the salary steps for the 2013-2014 school year. The 5% wage concession will end June 30, 2013 and a 3% wage concession will be established beginning July 1, 2013 and ending June 30, 2014.

The Union reserves the right to request a quarterly financial analysis of the District's finances for the life of this contract, the findings of which shall be made available to the F.I.T. committee for review.

When the District's revenue (as determined by the financial analyst using the audited fund balance) becomes sufficient to eliminate the deficit, the members of the bargaining unit will realize their fair share of any available fund balance.

18.2 In the event a bargaining unit member transfers to a higher classification in the unit, he/she will be assigned to the same step of the salary schedule.

18.3 Step advancement shall occur on the the first pay of the new fiscal year.

18.4 For purposes of this Agreement and compensation, the bargaining unit shall contain job classifications. The classifications and the positions contained therein shall be as outlined below:

**CLASSIFICATION 1:**

Administrative Assistant to Student Services/Middle School  
Administrative Assistant to Student Services – High School  
Administrative Assistant to Student Services/Adult Education  
Administrative Assistant to Director of Technology  
Administrative Assistant to Director of Curriculum, State & Federal Programs  
Administrative Assistants to Asst. Principals - High & Middle Schools  
Administrative Assistant to Voc-Ed Director and Athletic Director  
Administrative Assistant to Buildings, Grounds & Transportation  
Administrative Assistants to Elementary Principals  
Administrative Assistant to Director of Adult Education  
Administrative Assistant to Director of Special Services  
Administrative Assistants to Principals - High & Middle Schools  
Administrative Assistant to High School Counselors  
Administrative Assistant to Director of Human Resources

**CLASSIFICATION2:**

Bookkeeper - Payroll  
Bookkeeper - Accounts Payable

**ARTICLE 18. WAGES (Continued)**

18.5 Ten month bargaining unit members shall have the following options as to the payment of their wages:

- a. Bi-weekly payments during the work year
- b. Twenty-six (26) equal payments annually

## **ARTICLE 19. TESTING AND EVALUATION**

### **TESTING**

- 19.1 All new hires in the District will be tested per posting prior to employment and the first day of work when said employment occurs between the months of September through June. During the months of July and August, a test shall be administered no later than fifteen (15) days after the first day of work.
- 19.2 Anyone bidding on a higher classification will be tested, i.e., payroll/accounts payable.

### **EVALUATION FOR CLERICAL/SECRETARIAL UNIT MEMBERS**

- 19.3 Refer to the Professional Growth Evaluation Program Handbook effective September 1, 2011 for the evaluation process and forms for specific positions for employees represented by this contract.

Copies may be downloaded from the district website [www.southgateschools.com](http://www.southgateschools.com)

The evaluation of the work of members of this unit is the responsibility of the administration. In order that each member may be aware of personal strengths and weaknesses, a written evaluation will be given to each first year member with prior notification of intent to evaluate by the administrator. After the first year, members will be evaluated at least once a year, although evaluation of administrative assistants/clerical personnel is actually a year-long process done on a daily basis.

- 19.4 Evaluations shall take place prior to June 1 of each work year based on the current Administrative Assistant Evaluation and Professional Growth Plan. See Plan Handbook on website.

## **ARTICLE 20. BUILDING COVERAGE**

In the absence of the building administrator, the district procedure is as follows:

1. A backup administrator (teacher shall be identified at the building level)
2. If a building backup is not available, an administrator from another building shall be identified to contact for emergencies.
3. Any medical emergency, or acts of violence, should be handled by contacting emergency services through 911; then Central Office should be contacted.
4. In the absence of building administrators, building decisions shall be made as follows:
  - a. Backup administrator (teacher in building)
  - b. Outside administrator
  - c. Superintendent or designee
5. At the end of the school day, students without a way home shall be supervised by:
  - a. Building administrator or backup as listed above
  - b. Additional processes/procedures will be developed to assure parent “on time” pick up and delivery as year continues based on needs.

“The parties recognize that State law requires that the following provision be included in this collective bargaining agreement: An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. The Union does not agree that this provision is legal, and reserves its right to challenge the same.”

**ARTICLE 21. TERMINATION**

This Agreement shall become effective upon ratification by the Board of Education of the Southgate Community School District and shall continue in full force and effect from July 1, 2013 up to and including June 30, 2018.

The parties agree that this agreement will be reopened annually, by May 1<sup>st</sup>, for the purpose of negotiating wages or healthcare insurance or both.

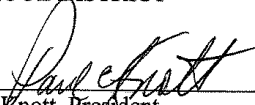
On July 1, 2018, the Agreement shall terminate unless the parties enter into a written extension of agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this, the date shown below.

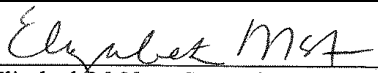
SOUTHGATE ADMINISTRATIVE  
ASSISTANTS TEAMSTERS LOCAL 214

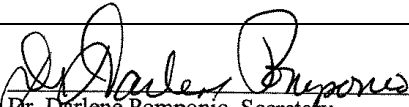
  
Sandra Parrish, Steward


SOUTHGATE COMMUNITY  
SCHOOL DISTRICT

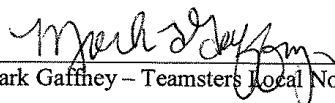
  
Paul Knott, President

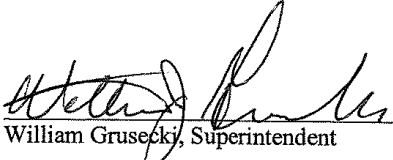
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Elizabeth McNees, Steward

  
Dr. Darlene Pomponio, Secretary

  
Sarah Denman, Steward

  
Mark Gaffney - Teamsters Local No. 214

  
William Grusecki, Superintendent

5-30-14  
Date

**APPENDIX A**

Southgate Administrative Assistants - SENIORITY LIST

		DATE OF HIRE
1.	Ramirez, Karen	02/03/86
2.	Carroll, Kimberly	06/19/89
3.	Grear-Pajor, Vicki	09/09/93
4.	Mault, Sandra	12/11/96
5.	Flynn, Roberta	11/25/97
6.	Coffey, Brenda	10/02/98
7.	Acheson, Robin	10/26/98
8.	Parrish, Sandra	10/26/98
9.	Robertson, Nancy	6/19/00
10.	Denman, Sarah	9/11/00
11.	Manard, Sherry	8/24/01
12.	Wilson, Judith	1/24/02
13.	McNees, Elizabeth	2/11/02
14.	Swistara, Connie	5/30/02
15.	Anderson, Karen	11/04/02
16.	Forgach, Sandra	8/16/04
17.	Kolomitz, Carla	8/21/06
18.	Kowalik, Karen	8/21/06
19.	Shivel, Geraldine	1/29/07
20.	Sherer-Henrion, Cynthia	8/11/08
21.	Majeske, Dina	8/17/10
22.	Goudreau, Margaret	8/17/10
23.	DeGroat, Barbara	8/17/10

**TEAMSTER LOCAL 214 ADMINISTRATIVE ASSISTANT  
TUITION REIMBURSEMENT REQUEST FORM**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle \_\_\_\_\_

\_\_\_\_\_  
Home Street Address

\_\_\_\_\_  
City State Zip Home Phone

Courses Completed:

Date:

Attach official transcripts.

Amount to be reimbursed  
(attach receipts/proof of payment)

\$ \_\_\_\_\_



## WAGE SCHEDULE

## CLASS 1

Step	03/04	04/05	05/06	06/07	07/08 – 13/14
0	13.44	14.62	15.97	16.66	16.99
1	13.75	14.96	16.34	17.04	17.38
2	14.06	15.30	16.72	17.44	17.79
3	14.37	15.63	17.08	17.81	18.17
4	14.67	15.96	17.44	18.19	18.55
5	14.98	16.30	17.81	18.58	18.95
6	15.29	16.64	18.18	18.96	19.34
7	15.59	16.96	18.53	19.33	19.72
8	15.89	17.29	18.89	19.70	20.09

## CLASS 2

Step	03/04	04/05	05/06	06/07	07/08 – 13/14
0	16.47	17.92	19.58	20.42	20.83
1	16.83	18.31	20.00	20.86	21.28
2	17.21	18.72	20.45	21.33	21.76
3	17.59	19.14	20.91	21.81	22.25
4	17.97	19.55	21.36	22.28	22.73
5	18.33	19.94	21.78	22.72	23.17
6	18.74	20.39	22.28	23.24	23.70

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT (hereinafter "MOA") is entered into as of the 10<sup>th</sup> day of June, 2015, by and between the Southgate Community School District ("Employer") and the Southgate Community Schools Administrative Assistants, Teamsters Local 214 Association (the "Association") does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective July 1, 2015, the Employer and Association agree to the following:

### MANDATORY CLAUSES

1. Cash Option Each employee may receive cash in lieu of or as an alternative to any of the Benefits described herein.
2. Contribution Limitations In any application year, the maximum Employee Elective Deferral shall not cause an employee's §403(b) account to exceed the applicable contribution limit under §402(g) of the Internal Revenue Code of 1986, as amended (the "Code"), as adjusted for cost-of-living increases.
3. §403(b) Accounts Employee deferrals shall be deposited into the §403(b) account selected by the employee to receive Employee Elective Deferrals.
4. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.

### OPTIONAL CLAUSES

Employee Elective Deferral of Termination Pay The Employee may choose to receive Termination Pay in cash compensation or to defer such Pay to a §403(b) account selected by the employee. Such Employee must sever employment with the Employer during the contract year and be eligible to apply for and commence their retirement from the state sponsored retirement system. The compensation shall equal the accumulated leave days (Termination Pay) benefit which is specified in Section 5.7 of the Collective Bargaining Agreement. The Employer shall deposit the deferral no later than 2 ½ months or the end of the calendar year, whichever is longer, following the employee's severance date.

SCSD  
Employer

By: Leslie Hainrihar

Title: Supt

Print Name: Leslie Hainrihar

Date: 6-24-15

SOUTHGATE ADMIN. ASSN. TEAMSTERS LOCAL 214  
Association

By: Sandra Parrish

Title: STEWARD

Print Name: SANDRA PARRISH

Date: 6/10/15