

6/30/92

**AGREEMENT**

between

**GROSSE ILE BOARD OF EDUCATION**

and

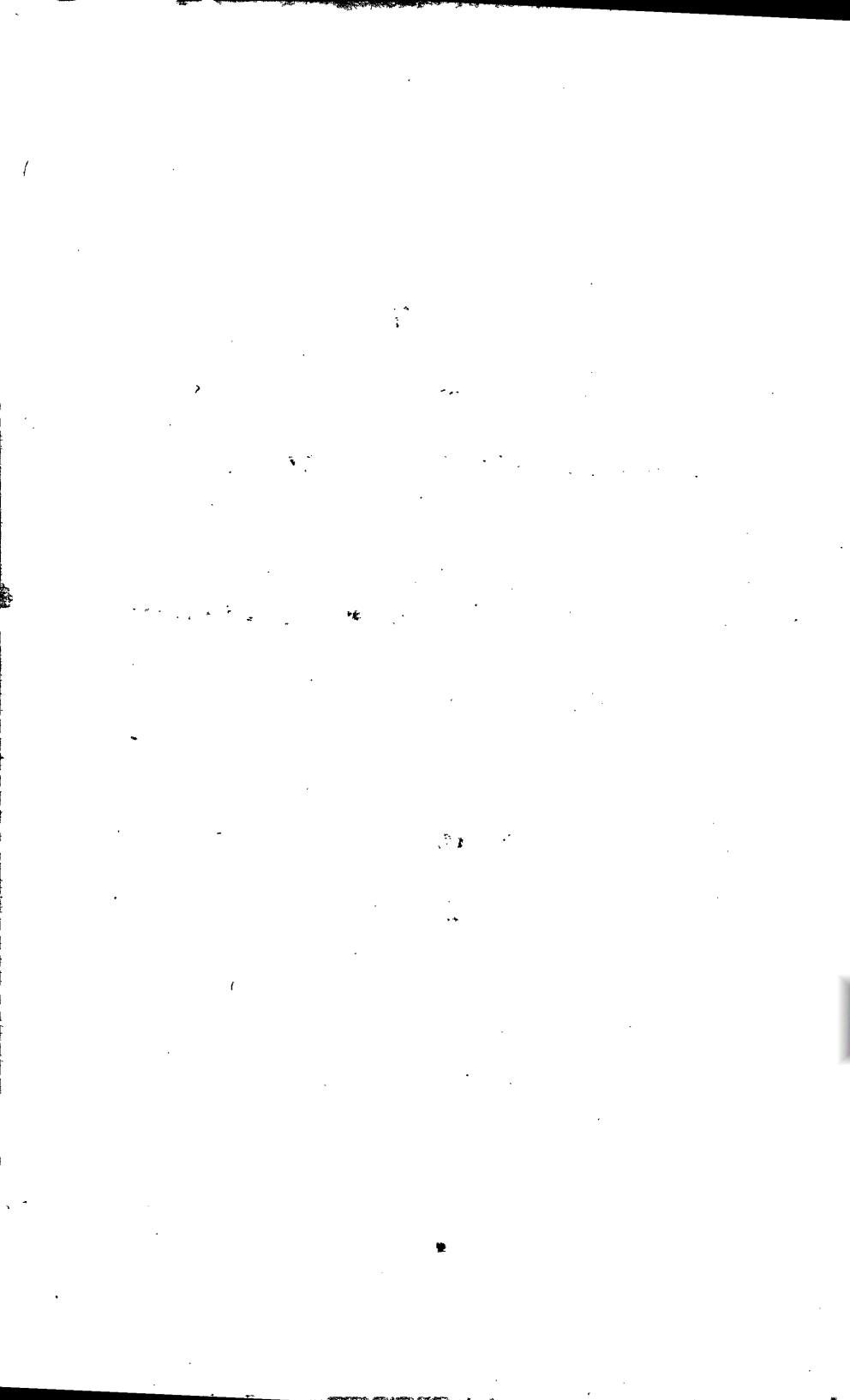
**GROSSE ILE OFFICE & CLERICAL ASSOCIATION**

Effective

**JULY 1, 1988**

*Grosse Ile Township Schools*

**LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University**



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**GROSSE ILE TOWNSHIP SCHOOLS  
Grosse Ile, Michigan**

**1988 INTRODUCTION**

The Grosse Ile Board of Education and the Grosse Ile Office and Clerical Association agree that the primary responsibility of both groups is the welfare of students in the Grosse Ile School system. This agreement is made to ensure that policies governing the working conditions of office and clerical workers and their relations with administrators and teachers help to create the positive environment essential for quality education to develop.

**ARTICLE I  
Recognition**

Section 1.1 — The Board hereby recognizes the Grosse Ile Office and Clerical Association (hereinafter referred to as GIO&CA) as the exclusive bargaining representative for all Office and Clerical Personnel including:

Secretary to Superintendent	School Secretary
Bookkeeper	Central Office Secretary
Assistant Bookkeeper	

Section 1.2 — The term "Office Personnel" when used hereinafter shall refer to all secretarial and clerical employees represented by the GIO&CA exclusive of supervisory personnel (reference to female employees shall include male employees).

**ARTICLE II  
Management Rights**

Section 2.1 — The Board retains the right in accordance with applicable laws and regulations (a) to direct employees of the school (b) to hire, promote, transfer, assign and retain employees in position, and to suspend, demote, discharge, or take other disciplinary action against employees (c) to relieve employees from duties because of lack of performance or for other legitimate reasons (d) to maintain the efficiency of the school operations entrusted to them (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever action may be necessary to carry out the functions of the Board in maintaining a good educational program for the community of Grosse Ile. No action by the Board, in the performance of the rights and responsibilities, shall be in conflict with any of the terms of the Agreement.

**ARTICLE III  
Association Rights**

Section 3.1 — Both parties agree to meet upon reasonable request to discuss matters of common concern and mutually pledge to cooperate in arranging meetings, furnishing information and constructively considering and attempting to resolve such matters as may be relevant to student welfare and operations of the school.

Section 3.2 — The Board agrees to furnish to the Association in response to reasonable request by the Association's president, any available financial information which is normally considered public, Board minutes and agenda.

Section 3.3 — The Board agrees to make available at the request by the Association president the Board's Policy Manual.

**ARTICLE IV  
Employee Rights**

Section 4.1 — Pursuant to Michigan Employment Relations Act, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining. As a 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 or deprive or coerce any employee in the enjoyment of any rights and conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee by reason of his/her membership in the Association.

Section 4.2 — Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not interfere with the employees' responsibilities and the acceptable performance of his/her duties.

Section 4.3 — The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization.

Section 4.4 — No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage

without just cause. Should any employee feel that action taken against him/her by the Board or by any agent representative thereof was not for just cause, he/she may resort to the procedure provided in this Agreement for the resolving of differences.

Section 4.5 — Any case of assault upon an employee during a working situation shall be promptly reported to the Board through its designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render necessary assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

#### ARTICLE V Physical Examination

Section 5.1 — At the time of employment, each employee is required to take a physical examination and also a tuberculin test. Every third year thereafter, or as legally required by law, all employees are required to have a tuberculin test.

Section 5.2 — The physical examination and tuberculin test are given by the school designated physician at no cost to the employee. The employee may choose to receive his/her physical examination and tuberculin test from his/her own physician in which event the employee must pay the fee.

Section 5.3 — Any employee failing to file satisfactory tuberculin test within the time specified may be placed on involuntary leave of absence without pay, after having been notified of his/her delinquency.

#### ARTICLE VI Employee Evaluation

Section 6.1 — New employees will be placed on a 90 day probationary period. During the 90 day period, the new employee will be trained to the job requirements and evaluated as to his/her progress on the job. If the employee proves to be successful after 90 days, he/she will acquire regular status.

Section 6.2 — An annual written evaluation of the employee's work performance will be provided by his/her immediate supervisor prior to May 15. The objective of the evaluation is to promote individual growth and development. The evaluation process shall provide an opportunity for the supervisor and the employee to exchange views and offer constructive suggestions for improving procedures in delivering quality educational services.

Section 6.3 — All observations of the work performance of an employee shall be conducted openly and in a professional manner. It is agreed that any written evaluation of an employee's performance shall be discussed with the employee and signed by the employee. Should the employee disagree with the conclusion drawn by the observer, the disagreement should be noted in writing and signed by the employee. The employee shall have the right to an Association representative present during any evaluation process or airing complaints.

Section 6.4 — Each employee upon request to the Assistant Superintendent/Business shall have access to review his/her personnel file. Those records marked for confidential examination originating in agencies outside the school system shall be considered outside the scope of this article unless released by the outside agency.

## ARTICLE VII Working Hours

### Central Office

Work Day: 7:30 a.m. to 4:00 p.m. or  
8:00 a.m. to 4:30 p.m.  
Lunch Hour: One hour staggered of which 1/2 is paid.  
Coffee Break: 15 minutes a.m.; 15 minutes p.m.

### High School and High School Counseling

Work Day: 7:15 a.m. to 3:45 p.m. or  
7:30 a.m. to 3:30 p.m. or  
7:30 a.m. to 4:00 p.m.  
Lunch Hour: One hour staggered of which 1/2 is paid.  
Coffee Break: 15 minutes a.m.; 15 minutes p.m.

### Middle School

Work Day: 7:45 a.m. to 4:15 p.m.  
Lunch Hour: One hour staggered of which 1/2 is paid.  
Coffee Break: 15 minutes a.m.; 15 minutes p.m.

### Elementary School

Work Day: 7:45 a.m. to 3:45 p.m. or  
8:00 a.m. to 4:00 p.m.  
Lunch Hour: One hour staggered of which 1/2 is paid.  
Coffee Break: 15 minutes a.m.; 15 minutes p.m.

Employees work day shall be designed to provide the framework for the delivery of a quality educational program. The above daily schedules

shall be used as a fundamental guide, but individual schedules may be changed by the Administration as demands of the system change or circumstances change. If the change is of a permanent nature, the Association shall be notified.

#### **ARTICLE VIII Overtime Pay**

Section 8.1 — The normal 40 hour work week shall be considered the seven day period beginning on Monday. Hours worked beyond forty, that pay period, shall be paid at one and one-half times the employee's regular hourly rate. Employees may choose compensatory time off in lieu of overtime pay. If so, the employee must notify his/her immediate supervisor prior to the time sheets being turned in for that particular pay period. The maximum allowable compensatory time accumulated will be one week, and must be used up prior to June 30th of each year. No compensatory time is to be carried forward from one fiscal year to the next.

Section 8.2 — Employees working more than one (1) classification who accumulate more than forty (40) hours in the normal work week shall be paid overtime rates based on the classification to which the overtime is charged.

Section 8.3 — All overtime must be authorized by the immediate supervisor who shall maintain an overtime work schedule. The immediate supervisor shall allocate available overtime work on a rotating basis among those employees he/she supervises, using job qualifications and seniority as the major criteria.

#### **ARTICLE IX Absentee**

Section 9.1 — All employees shall be responsible for notifying their immediate supervisor if they are unable to work. The notification shall occur at least one hour before shift is scheduled to begin.

#### **ARTICLE X Substitutes**

Section 10.1 — When a regular employee substitutes on a job with a higher hourly rate, the employee will be paid at the higher rate. All other substitutes will be paid at Probationary Rate of the "Elementary School Secretary" classification. After 60 consecutive days, the substitute will be



paid at the rate of the classification he/she is working and will also be eligible for benefits.

## ARTICLE XI Holidays

Section 11.1 — The following days shall be recognized and observed as paid holidays:

New Year's Eve  
New Year's Day  
Memorial Day  
Good Friday  
Easter Monday  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day

Section 11.2 — In addition to the holiday days as listed in Section 11.1, when school is called off due to inclement weather and the Office and Clerical Staff are told not to report, holiday pay rates will be awarded. Those employees who do report, or are asked to report will receive additional pay for hours worked.

Section 11.3 — All regular employees scheduled to work during the pay period in which a holiday falls will be paid for the above holidays when they occur during the normal work week, provided they work on the day previous to and the day following the holiday, unless they are on sick leave. When one of the holidays fall during an employee's paid vacation period, or on a weekend, the employee shall be granted an extra day off with pay in lieu of pay for the holiday.

## ARTICLE XII Vacations

Section 12.1 — All regular full-time employees are to receive one week after one year service, two weeks after two years' service, three weeks after five years' service, and four weeks after 15 years' service. A year of service will be considered if an employee is hired prior to December 31st.

Section 12.2 — All employees will receive Christmas vacation and spring vacation as well as midwinter break based on the school calendar as part of their vacation per Section 12.1.

Section 12.3 — Vacation time will be accumulated as long as an employee remains an active employee. An active employee is one who is on the job working or on active sick leave whereby he/she is using his/her sick leave, or in the case where there is no accumulated sick leave, the employee will be granted sixty (60) days as an active employee so as not to penalize an employee by taking away vacation time for being sick.

Section 12.4 — Vacation time will be paid at the rate of an eight (8) hour day.

### ARTICLE XIII Sick Leave

Section 13.1 — All employees hired on a full-time basis shall be granted an annual sick leave allowance of one (1) sick leave day per month. Employees hired on a part-time basis shall be granted proportional sick leave allowance. Unused sick leave shall be allowed to accumulate to a maximum of 187 days. Sick leave is to be used for illness or disability injuries resulting from accidents.

Section 13.2 — After five (5) or more consecutive days of illness or a pattern of continuous absence occurs, a medical certificate will be required before the employee may return to work and before the employee can qualify for the income protection provisions of this section.

Section 13.3 — An annual audit will be made of employee absence and administrative review will occur with those employees who have established a pattern of continuous absence. If deemed necessary, the Board may require a complete physical examination. Should it be determined that sick leave privileges have been abused, the Board shall notify the employee in writing indicating the expected correction. Should correction not be made, disciplinary action will be taken.

Section 13.4 — An employee absent from work because of mumps, scarlet fever, measles, chicken pox or lice shall suffer no loss of salary and shall not be charged with loss of accumulated sick leave days if incidences of these diseases have occurred in the school environment.

Section 13.5 — The administration shall furnish each employee by October 1st each year a written statement showing the employee's total sick leave accumulation.

### ARTICLE XIV Personal Business

Section 14.1 — Two days of the annual sick leave allowance may be

used for personal business upon approval of the supervisor. Such leave must be arranged with the supervisor at least two (2) days prior to its use, except in an emergency situation. During the course of a year, extenuating circumstances may require additional personal business days. Additional days may be granted by the Board and deducted from the employee's sick leave. Personal business is defined as that which is legally obligatory and cannot be accomplished at any other time, or that which requires the employee's presence as a serious personal obligation.

**ARTICLE XV**  
**Sickness and Death In Immediate Family**

Section 15.1 — In addition to personal illness and personal business, sick leave allowances may properly be used for absences caused by the following:

- a. Death or serious illness in the immediate family;
- b. Death or serious illness of any person living in the household.

Section 15.2 — Extent of leave for this purpose shall not exceed time necessary to arrange proper care for those affected.

**ARTICLE XVI**  
**Other Leaves**

Section 16.1 — Any employee whose personal illness or disability extends beyond the period compensated under sick leave shall be granted a medical leave of absence without salary for such time as is necessary for complete recovery. The Board reserves the right to require satisfactory medical evidence of recovery. Upon return from leave, the employee shall be assigned to the same position, if available, or a substantially equivalent position when available, providing the employee is qualified as determined by his/her credentials and past experience.

Section 16.2 — Leave of absence without pay for reasons other than sickness, accident, or military may, upon proper application, be granted up to a period of one (1) year to employees who have two (2) or more years of service. It shall be the responsibility of the Association to advise members as to the provisions of this article. The Board shall notify the Association when an employee applies for such leave. Employees returning from unpaid leave shall be assigned to the same position, or a substantially equivalent position, providing the employee is qualified as determined by his/her credentials. Employees on leave must submit by March 15th a written request to return from a leave in the following September. Any employee who does not submit a written request shall be considered terminated, and the Board shall have no obligation to said employee.

Section 16.3.1 — Pregnancy Disability Leave shall be granted by the Board to any regularly employed staff member upon written request after pregnancy has been determined.

Section 16.3.2 — Employees on Pregnancy Disability Leave would be covered under and qualify for sick leave pay like any other disability or illness. The use of sick leave for reasons of pregnancy shall be governed by the attending physicians who shall indicate when the employee is unable to perform assigned duties for personal medical reasons.

Section 16.3.3 — Upon termination of pregnancy disability, employees may request Maternity Leave without pay. Maternity Leave shall be granted for a period not to exceed one (1) full calendar year beyond the date of which such leave becomes effective. The Board may grant a year's extension upon written request by the employee. Should the leave exceed three (3) months, the employee shall be assigned to the same position if available, or a substantially equivalent position, when available, providing the employee is qualified as determined by the employee's credentials. Employees taking Maternity Leave of less than three (3) months shall be granted their same position.

Section 16.4.1 — The Board of Education may grant a leave of absence for adoption, without pay, to any regularly employed staff member upon written request for such leave. Request for Adoption Leave must be submitted in writing immediately after formal adoption request has been made to an agency.

Section 16.4.2 — Such leave of absence shall be for a period not to exceed one (1) full calendar year beyond the date of which such leave becomes effective provided, however, that the Board may grant a year's extension upon written request by the employee.

Section 16.4.3 — Leave, if approved, may commence on the awarding of the custody of the child by order of the Probate Court.

Section 16.4.4 — Employees on Adoption Leave may request reinstatement any time within one (1) year following the adoption of a child. Should the leave exceed three (3) months the employee shall be assigned to the same position if available, or a substantially equivalent position when available, providing the employee is qualified as determined by his/her credentials. Employees taking Adoption Leave of less than three (3) months shall be granted their same position.

Section 16.5 — Military Leave of Absence shall be granted without pay to any employee who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Employees given such leave shall be entitled to reinstatement upon the completion of such

service to the extent and under the circumstances that reinstatement may be required by the applicable laws of the United States, and be granted step adjustments on the salary schedule.

Section 16.6 — Upon request, the administration shall furnish to the Association president a list of all employees on leave and the effective date the leave was granted.

Section 16.7 — Employees who are granted leaves of absence without pay may elect to continue insurance coverages at the group rate, providing arrangements are made with the Business Office and payment of premium is made to the Board.

#### ARTICLE XVII Jury Duty

Section 17.1 — Any employee called upon to serve on jury duty will be paid his/her regular pay. Additional remuneration from other sources for jury duty is construed as covering expenses incurred and shall be retained by the employee. Jury duty shall not be deductible from the employee's sick leave.

Section 17.2 — Any employee who is called or subpoenaed to testify during work hours in any Grosse Ile school-related judicial or administrative matter shall be paid his/her full compensation for such time.

#### ARTICLE XVIII New Positions/Vacancies/Transfers

Section 18.1 — A vacancy shall be defined, for purposes of this Agreement, as a position previously held by an employee, or a newly created position within the bargaining unit.

Section 18.2 — Whenever the initial vacancy occurs, the Business Office shall notify the GIO&CA and post the position in all work areas within three (3) days. No vacancy shall be filled permanently until it has been posted for ten (10) work days. Notice of the vacancy shall be sent to employees on layoff or vacation. The vacancy shall be filled within twenty (20) work days unless there are extenuating circumstances, in which case the president of the GIO&CA should be notified.

Section 18.3 — The Board declares its support of a policy to fill vacancies from within the bargaining unit. Therefore, applicants from the bargaining unit will receive first consideration over applicants qualified from outside the bargaining unit. Vacancies filled from within the bargain-

ing unit shall be based on seniority and qualifications (as per job description mutually agreed upon by the GIO&CA and the Board).

Section 18.4 — A transfer file shall be maintained on a yearly basis. Employees desiring consideration for transfer to another building or position for which he/she is qualified must notify the Assistant Superintendent/Business by January 31 of each year. Forms for the transfer request shall be available in each office. The transfer file will be reviewed whenever a vacancy occurs and first consideration will be given to those employees with transfer requests on file for the position.

#### ARTICLE XIX Severance Pay/Retirement Pay

Section 19.1 — After completing five (5) years of service and failing to qualify for retirement, part-time regular employees when leaving the employment of Grosse Ile Schools will receive full pay for 50 percent of their accumulated sick leave.

Section 19.2 — Those employees vested under the provisions of the Michigan Public School Employees Retirement Act and leaving Grosse Ile Township Schools shall receive \$100 per year for each year of service for the Grosse Ile Township Schools.

Section 19.3 — In the event a full time employee with ten (10) years or more service to the Grosse Ile Township Schools fails to qualify for vesting under the Michigan School Employees Retirement Act, he/she shall qualify for the benefits under Section 19.1 not to exceed the benefit he/she would have received under 19.2 if he/she had been vested.

#### ARTICLE XX Insurance Benefits

Section 20.1 — The Board shall provide without cost to full-time employees, Comprehensive Sick and Accident Insurance on a Long Term Disability policy assuring payment to the employee in the event of illness at the following rate:

- (a) Weekly benefits will commence with the 31st day of disability and benefits will be payable to age 65 at 65 percent of employee's salary according to the insurance policy in effect. If the employee has days of accumulated sick leave beyond the 31st day of disability, he/she shall be guaranteed full take-home pay for the number of days. He/she shall receive from the Board the difference between the allowance under the insurance and his/her regular salary (after taxes) to

the extent and until such time as such employee shall have used up any sick leave time.

(b) Accidents and sickness are covered during the employee's contract or salary period.

Section 20.2 — The Board will provide to employees who are under contract and working a minimum of six (6) hours per day, hospitalization coverage equivalent to Blue Cross and Blue Shield, M-VF II, including Master Medical, \$2.00 Drug Rider, and Semi-Private Service at no cost for the employee and his/her family. Special riders are to be paid by the employee. Should the Board choose to change carriers, the Association membership shall be notified at least two (2) weeks prior to effective date of change-over.

Section 20.3 — The Board agrees to provide for each employee who is under contract and working a minimum of six (6) hours per day, life insurance in the amount of \$26,000 and Accidental Death and Dismemberment protection in the amount of \$26,000 without cost to the employee. The Board also agrees to payroll deduction for employees wishing to purchase additional life insurance from the same carrier.

Section 20.4 — Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary to the extent and until such time as such employee shall have used up his/her accumulated sick leave. For each day off under Worker's Compensation, one-half day will be deducted from the employee's sick leave. If the employee so chooses, he/she may elect not to use accumulated sick leave and receive Worker's Compensation benefits only.

Section 20.5 — The Board agrees to pay for Group Dental Insurance for all employees who are under contract and working a minimum of six (6) hours per day. This insurance will provide the following benefits:

Co-insurance percentage for (Based on reasonable and customary fee):

Routine Treatment . . . . .	100%
Major Treatment . . . . .	60%
Orthodontic Treatment . . . . .	50%
Routine & Major Annual Maximum . . .	\$1,000

Selection of the company shall be the decision of the Board.

**Section 20.6** — The Board agrees to pay for Group Vision Care Insurance for employees who are under contract and working a minimum of six (6) hours per day. This insurance will provide the following benefits:

Eye Examination (once a year) .....	\$30
Lenses (per pair) (once a year)	
Single Vision .....	\$35
Bifocal .....	\$45
Trifocal .....	\$55
Lenticular .....	\$65
Frames (once every 24 months) .....	\$30
Contact Lenses:	
Special Conditions .....	\$65
Selected in place of Spectacle Lenses and Frames .....	\$35

Selection of the company shall be the decision of the Board.

**Section 20.7** — The Board will provide life insurance in the amount of \$7,000 and accidental death and dismemberment protection in the amount of \$7,000 to less than six (6) hour employees after they have completed their third year of service.

#### ARTICLE XXI Procedure for Resolving Differences

**Section 21.1** — **STEP I** — A regular employee believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, will first discuss the complaint with his/her supervisor, either directly, or accompanied by his/her Association representative if the employee desires, with the objective of resolving it informally.

**STEP II** — In the event the complaint is not resolved informally, it may be reduced to writing, signed by the employee, and presented to the supervisor within one (1) week for his/her answer in writing.

**STEP III** — If the supervisor's answer does not resolve the complaint within one (1) week, it may be referred within two (2) weeks to the Superintendent or his/her designated representative by the Association's Negotiations Committee Chairperson.

**STEP IV** — If the Superintendent fails to resolve the complaint within two (2) weeks, the Chairperson may transmit the question to the Board



within two (2) weeks with a written statement of facts pertaining to the issue.

**STEP V** — Question submitted for Board consideration if given to the Superintendent at least one (1) week prior to the date of the next regular Board meeting, will be considered by the Board at such meeting and the Board's answer will be given to the Chairperson within three (3) weeks.

**STEP VI** — If the Board's answer fails to resolve the alleged violation and the alleged violation involves a specific article or section of this Agreement, the Chairperson may, within three (3) weeks, submit the issue to arbitration. The arbitrator shall be chosen from people living in the Grosse Ile community as per the procedure below. The arbitrator shall hear a presentation by each side and shall have the right to question representatives of each side. He/she shall render a decision which shall be binding on each side.

Arbitrator selection procedure:

- A. The Board and the Association shall each, within one (1) week, submit the names of three (3) Grosse Ile residents as prospective arbitrators.
- B. If there is no Agreement from those names, the Board and the Association shall meet and discuss possible choices within forty-eight (48) hours. Following discussion, the Board and Association shall each submit three (3) more names. If there is no agreement, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules.
- C. If there is agreement between the Board and the Association, that person shall be the arbitrator. If there is agreement on more than one (1) person, the arbitrator shall be selected by a random drawing of those similar names.

Section 21.2 — The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. He/she shall have no power to establish salary scales or change salary.

Section 21.3 — The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Section 21.4 — Failure on the part of an employee or appropriate Association representatives to appeal a decision within the specified time limits at any of the steps of the procedure shall be considered acceptance of the decision and the difference shall be considered resolved.

Section 21.5 — Failure on the part of the administration to answer within the specified time limits at any of the steps of the procedure shall permit the employee(s) to proceed to the next step within the time limits allowed, unless extended by mutual agreement in writing.

## ARTICLE XXII Miscellaneous Provisions

Section 22.1 — This Agreement shall supersede any established rule, regulation or practice of the Board which shall be contrary to or inconsistent with this Agreement. It shall likewise supersede any contrary or inconsistent terms agreed to with any individual employee heretofore in effect. All future new hires shall be subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 22.2 — If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 22.3 — Copies of this Agreement shall be printed in booklet form at the expense of the Board and presented to all employees now employed or hereafter employed by the Board. The Board shall also furnish ten (10) copies of the Master Agreement to the Association for its use.

Section 22.4 — The Board shall give employees preference for work they have customarily performed. The Board agrees that during the life of this Agreement no duties normally provided by members of this bargaining unit will be subcontracted.

## ARTICLE XXIII Reduction of Hours/Personnel and Recall

Section 23.1 — In the event it is necessary to reduce personnel, the Association shall be notified, in writing, at least fifteen (15) days in advance of the scheduled notification regarding reduction. The purpose of the notification is to provide the opportunity, at the request of the Association, to meet on the scheduled reduction.

Section 23.2 — Where there is a reduction of one (1) hour or more in the hours worked in a department, an employee may claim seniority over any other employee for the purpose of maintaining one's normal work

schedule, provided he/she is qualified and has more department seniority than the employee he/she seeks to replace. No reduction in hours of one (1) hour or more shall take effect until the department supervisor gives fifteen (15) days written notice to the employee involved.

Section 23.3 — In the event it is necessary to lay off personnel, the administration will notify the Association and the individuals involved, in writing, at least thirty (30) calendar days in advance of the scheduled layoff. Reduction of personnel shall be conducted on a department seniority basis, providing qualified as per Section 23.2 employees are available for the operation of the department.

Section 23.4 — If a reduction is made, an equal number of positions shall be made vacant by displacing an equal number of the least senior employees. The higher seniority employees who are displaced shall select from the vacated position in bargaining unit seniority order providing they are qualified as per Section 23.2 until all such personnel are assigned. The higher seniority employee will maintain his/her current rate of pay when displacing a person working for a lesser rate, until December 31st. The higher seniority employee will receive a pay increase if he/she displaces an employee with a higher rate of pay.

Section 23.5 — Employees laid off through the procedures above shall be maintained on a seniority recall list and shall be recalled in the order of their seniority to openings as they occur and for which they are qualified as per Section 23.2. An employee having two (2) years seniority or more, who waives his/her right to other departments in the system, shall maintain his/her right of recall within the department from which he/she was laid off or bumped.

Section 23.6 — Should an employee be offered a position in accordance with the above for which he/she is qualified as per Section 23.2, and refuses such appointment, he/she will lose his/her rights to recall.

Section 23.7 — No new employee will be hired by the Board until all laid off employees eligible and qualified, as per Section 23.3, under the provisions of this article for that position have been recalled or declined the opening.

#### ARTICLE XXIV Negotiation Procedures

Section 24.1 — At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours and conditions of employment of those regular employees employed by the Board.

Section 24.2 — In any negotiations, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

Section 24.3 — If the parties fail to reach an Agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.

#### ARTICLE XXV Professional Compensation

Section 25.1 — The compensation of employees covered by this contract shall be determined by the Salary Schedule which appears in Appendix A of this Agreement.

Section 25.2 — Beginning July 1, 1988, there will be an hourly increase in pay (see Appendix A). Beginning July 1, 1989, and each year the contract is in effect, the hourly rate shall be increased by a rate adjustment, and the new rate applied to Appendix A. The rate adjustment shall be based upon the percentage rise in the Grosse Ile Township State Equalized Value as adjusted by the Headlee Amendment.

The salary adjustment shall be no less than three (3) percent and no more than eight (8) percent. It is agreed that during the life of this contract should there be a change in the financing of education in the State of Michigan which significantly affects Grosse Ile Schools, or should the millage level be reduced by order of a jurisdictional body or a millage renewal defeat, this Amendment will be subject to renegotiation.

#### ARTICLE XXVI Strikes

Section 26.1 — The GIO&CA shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by any employee covered under this Agreement and no employee covered under this Agreement shall cause, or participate in any strike or refusal to perform the duties of his/her employment.

Section 26.2 — Any employee who causes or participates in any strike or refusal to perform the duties of his/her employment shall be subject to disciplinary action including discharge.

ARTICLE XXVII  
Duration of Agreement

Section 27.1 — This Agreement shall be effective July 1, 1988, and shall continue in effect until June 30, 1992, when it shall terminate. If either party desires to modify or amend this Agreement, that party shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to May 1, 1992.

IN WITNESS WHEREOF, the parties agree that all terms, benefits and conditions of this Agreement are to become effective July 1, 1988, and have dully executed this Amendment of this 15th day of May, 1988:

GROSSE ILE  
BOARD OF  
EDUCATION

GROSSE ILE  
OFFICE & CLERICAL  
ASSOCIATION

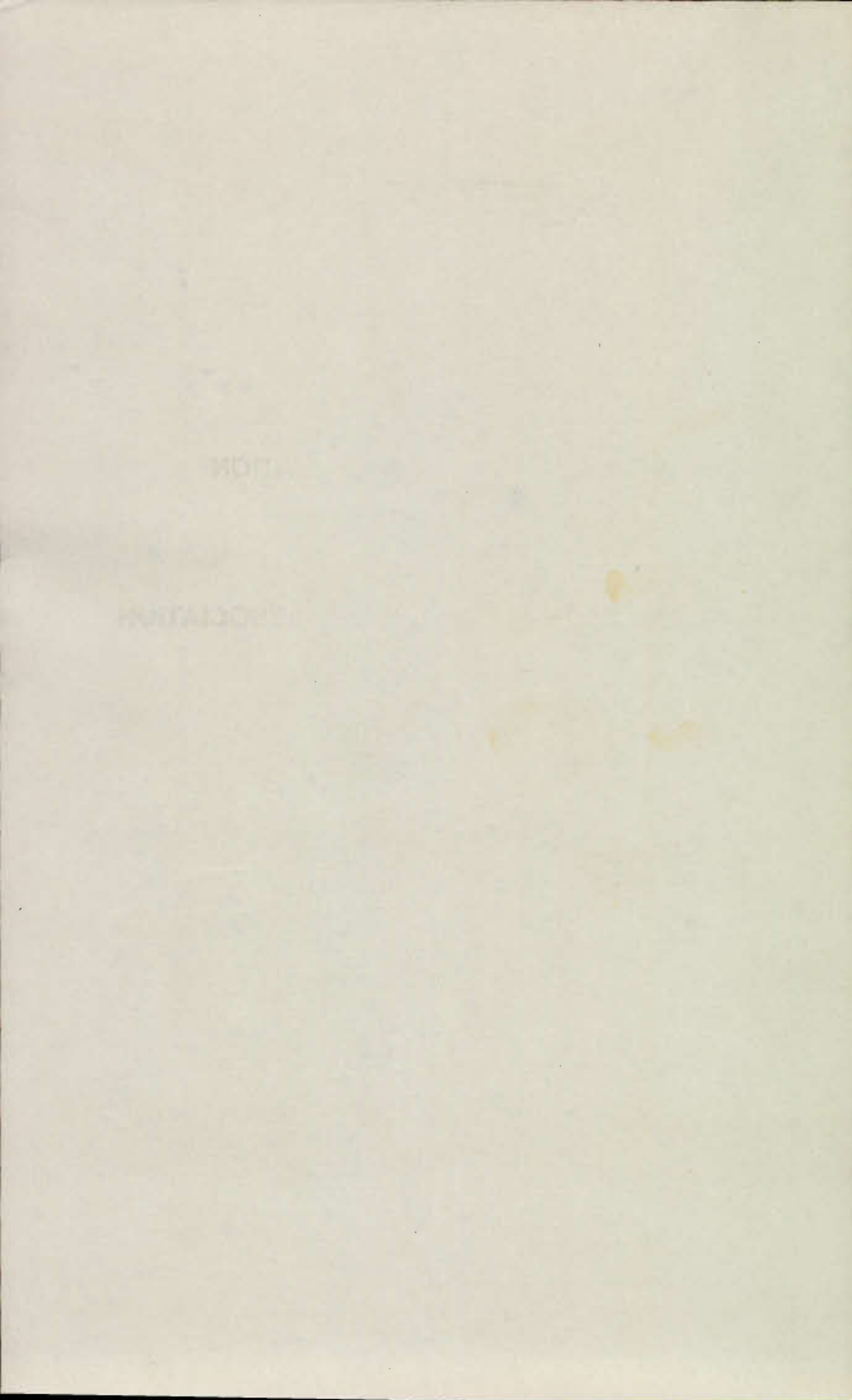
<u>Marilyn L. Petruska</u>	<u>Vincent J. Pizement</u>
<u>Virginia B. Konevalski</u>	<u>Gary A. Latendresse</u>
<u>John Grobun</u>	<u>Peter D. ...</u>
<u>Olga Thomas</u>	<u>...</u>
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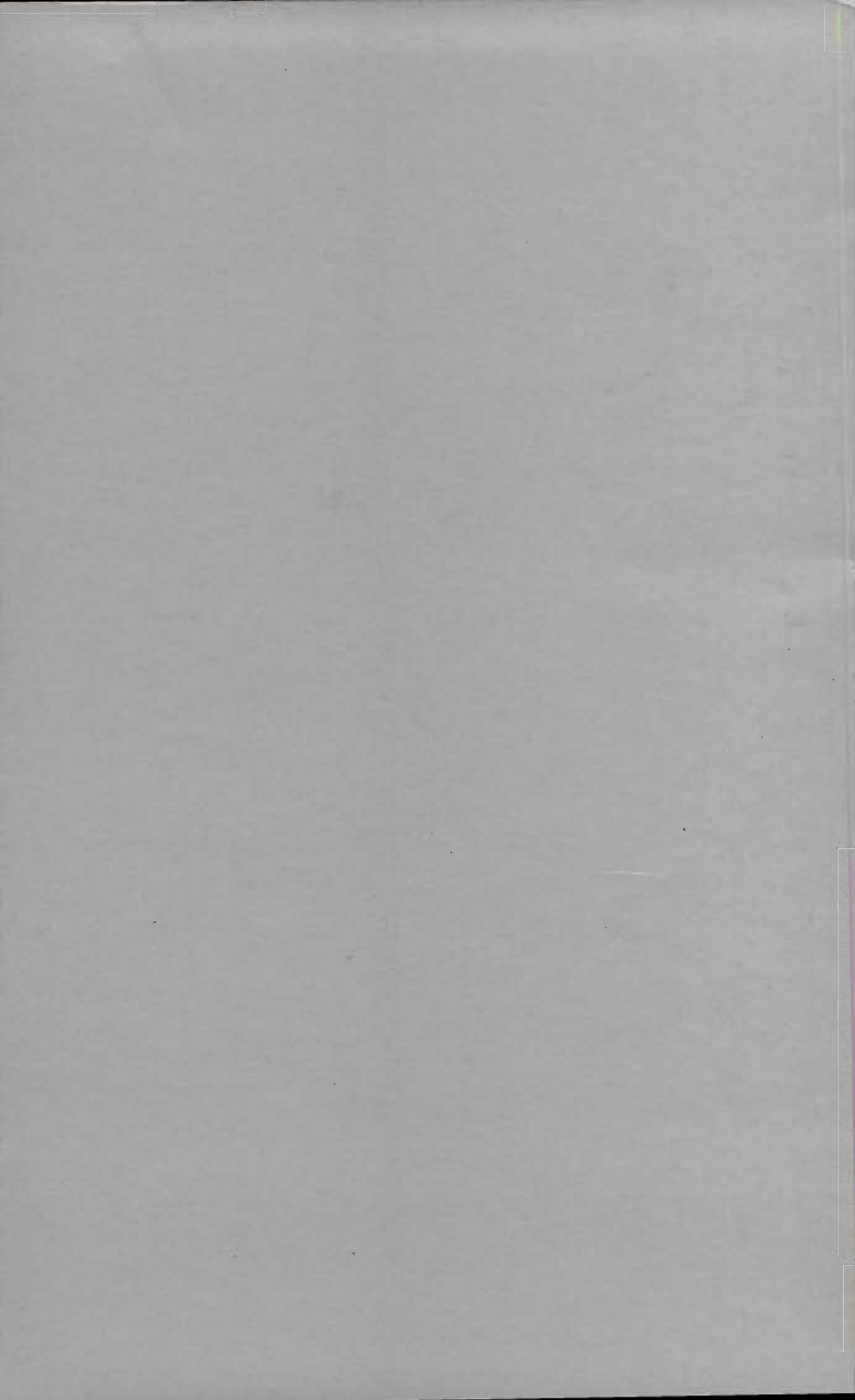
**APPENDIX A**

**Office and Clerical Salary Schedule**

July 1, 1988–June 30, 1989

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Sec. Supt. Bookkeeper	11.82	11.97	12.12	12.27	12.42
Ass't. Bookkeeper	11.71	11.86	12.01	12.16	12.31
C.O. Sec. 52	11.25	11.40	11.55	11.70	11.85
School Sec. 52	10.34	10.49	10.64	10.79	10.94
School Sec. 46	10.06	10.21	10.36	10.51	10.66
School Sec. 44	10.06	10.21	10.36	10.51	10.66







GROSSE ILE TOWNSHIP SCHOOLS  
Grosse Ile, Michigan

APPENDIX A

OFFICE AND CLERICAL SALARY SCHEDULE

JULY 1, 1990 - JUNE 30, 1991

<u>JOB TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Sec Supt. Bookkeeper	13.65	13.80	13.95	14.10	14.25
Ass't. Bookkeeper	13.53	13.68	13.83	13.98	14.13
C.O. Sec'y 52	13.00	13.15	13.30	13.45	13.60
School Sec'y 52	11.96	12.11	12.26	12.41	12.56
School Sec'y 46	11.63	11.78	11.93	12.08	12.23
School Sec'y 44	11.63	11.78	11.93	12.08	12.23

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GROSSE ILE TOWNSHIP SCHOOLS  
Grosse Ile, Michigan

APPENDIX A

OFFICE AND CLERICAL SALARY SCHEDULE

JULY 1, 1980 - JUNE 30, 1981

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Bookkeeper	13.65	13.95	14.10	14.25	14.40

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
CO. CLERK	13.00	13.15	13.30	13.45	13.60
Senior Secy 55	11.85	12.10	12.35	12.60	12.85
Senior Secy 45	11.00	11.25	11.50	11.75	12.00
Senior Secy 44	11.00	11.25	11.50	11.75	12.00