

8/30/92

Agreement

between

The Board of Education
of the School District of the
City of Highland Park

and

H.P.F.T.-LOCAL 684
ADMINISTRATIVE SUPPORT PERSONNEL
1988-1992

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Highland Park School District

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AGREEMENT

THIS AGREEMENT is made this eighth day of November, 1988, by and between the BOARD OF EDUCATION of the CITY OF HIGHLAND PARK (hereinafter called the "Board") and the ADMINISTRATIVE SUPPORT PERSONNEL H.P.F.T. - Local #684 (hereinafter referred to as the "Union").

ADMINISTRATIVE SUPPORT PERSONNEL

ARTICLE I - RECOGNITION

1.1. BARGAINING UNIT

The Board recognizes the Union as the sole and exclusive bargaining representative for all personnel in the bargaining unit described as follows: Attendance Officer, Public Information Officer, Print Production Supervisor, Data Systems Analyst, Graphic Artist, IMC Lab Technician, Accounting Clerk, DSS Coordinator, Personnel Analyst, Bookkeeper, Registrar, Accompanist, Food Service Supervisor, AV Technician, Payroll Specialist, ROTC Assistant, M & O Supervisor, Accounting Supervisor, High School Food Supervisor, Executive Secretary, Purchasing Agent, Junior Accountant and Family Services Agent.

1.2. AGENCY SHOP

As a condition of employment, each member of the bargaining unit, beginning with (1) July, or (2) the first complete month following a date thirty (30) calendar days after employment in the bargaining unit, whichever month is later, and monthly thereafter during July through June of each year during the life of this Agreement, shall tender to the Union either periodic and uniformly required Union dues, or in the alternative, a service charge in an amount equivalent to the periodic and uniformly required union dues.

1.3. TERMINATION FOR FAILURE TO PAY DUE/FEEES

- 1.3.1. The Union shall first notify the employee with a certified letter explaining that he/she is delinquent in not tendering the required union dues or service fees and if such dues or service fees are not tendered within thirty (30) calendar days of such notice he/she, will be reported to the Employer for termination as provided in the article.
- 1.3.2. The Union shall furnish the Director of Personnel a copy of the letter sent to the employee and notice that he/she has not complied with the Union's request. When requesting the Board to terminate the employee, the Union shall further specify the following written notice: "The Union certifies that _____ has failed to tender the required Union dues or service fee required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of the Agreement, the Board terminate this employee."
- 1.3.3. The Board agrees that, within five (5) working days of the receipt of the notice provided in the preceding paragraph, it shall notify the Union President, Treasurer, and the employee who is in arrears in payment of membership dues, or service fees that his/her services shall be terminated at the end of (30) working days unless, in the meantime, the employee tenders the required dues or service fees, or a properly executed wage deduction authorization, prorated for the remaining pay periods. If the employee fails to comply within the required time, the Employer agrees to recommend to terminate the employee at the next scheduled Board meeting at which time the item can be placed on the agenda. The

FORM B

VOLUNTARY AUTHORIZATION FOR DEDUCTION OF SERVICE CHARGE

Name _____

Social Security No. _____

School or Building _____

I authorize the Highland Park Board of Education to deduct from wages earned or to be earned by me monthly service charge as certified to the Board by the financial officer of the Highland Park Federation of Teachers, and to remit the same to the Union at such time and in such manner as may be agreed upon between the Union and the Board.

I acknowledge that all union dues and service fees shall be deducted on a regular basis from all personnel of the bargaining unit unless all such Union dues or service fees are fully paid by the second (2nd) pay date of each school year.

This authorization and direction shall be effective until revoked in writing by me on a form provided by the Board with notice to the Union of such revocation, or until the termination of the collective agreement between the Board and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this authorization and direction shall be automatically reviewed for the period of each succeeding applicable collective bargaining agreement between the Board and the Union until revoked in writing by me on a form provided by the Board or until the termination of each applicable collective agreement between the Board and the Union, whichever occurs sooner. This authorization and direction shall be automatically revoked upon termination of my employment with the Board.

Signature of Employee

Social Security No. of Employee

Date of Signing

Date of Delivery to Board

The Board agrees to honor deduction authorizations from its employees who are Administrative Support Personnel members in the following form:

FORM C

POLITICAL ACTION CHECK-OFF

"I hereby authorize the Highland Park Board of Education to deduct from my salary the sum of \$ _____ and to forward that amount to the Michigan Federation of Teachers' Political Committee. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payment to the Michigan Federation of Teachers' Political Committee are not conditions of membership in the Union or of employment with the Highland Park Board of Education, and that the Michigan Federation of Teachers' Political Committee will use the money it received to make political contributions and expenditures in connection with federal, state, and local elections."

Signature of Employee

Address

I.D.#

Transportation, food and lodging expenses of member attending workshops or conferences approved by the immediate supervisor, will be reimbursed or authorized for payment, without loss to the employee.

7.4. TRAVEL ALLOWANCE

The rate of mileage reimbursement when use of a car is authorized shall be twenty-five (25) cents per mile.

7.5. PHYSICAL EXAMINATIONS

7.5.1. Tuberculosis Examination. Member of the bargaining unit are required to file proof of freedom from active tuberculosis, in accordance with State law.

7.5.2. Other Physical Examinations, Any questions as to physical health and fitness of an employee, exclusive of pregnancy, shall be resolved by the administrator in charge of Personnel and individual, in conference with the Board's medical advisor after an examination. At the employee's options, his/her own personal physician may participate in the conference. If the opinion of the Board's medical advisor is in conflict with the opinion of the employee's physician regarding the date on which the employee may resume his/her regular duties, the conflict shall be resolved by submitting the dispute to a third neutral physician (mutually agreed upon by the Board's physician and the neutral physician incidental to physical examinations resorted to in resolving such questions will be borne by the District). Medical expenses for the employee's physician shall be borne by the employee.

Bargaining unit members in programs which require physical evaluations will provide required evidence of compliance with the requirement.

7.6. RETIREMENT

A member of the bargaining unit who reaches the age of 70 on or before July 1 of any budget year shall be retired as of July 1 of that year.

7.7 CALENDAR

	1989-90		1990-91	
	<u>46 week</u>	<u>42 week</u>	<u>46 week</u>	<u>42 week</u>
Beginning date	08/07/89	08/21/89	08/06/90	08/20/90
Ending Date	07/09/90	06/22/90	07/12/91	06/21/91
Weeks	48	44	48	44
Number of Work Day	212	93	212	93
Holidays				
Labor Day	1	1	1	1
Thanksgiving Day	2	2	2	2
Christmas	2	2	2	2
New Year's	2	2	2	2
Martin Luther King	1	1	1	1
Good Friday	1	1	1	1
Memorial Day	1	1	1	1
Independence Day	1	0	1	0
Days Off				
Friday before Labor Day	1	1	1	1
Christmas	6	6	6	6
Winter Break	5	5	5	5
Spring Break	5	5	5	5
TOTAL DAYS	240	220	240	220

7.8. TUITION WAIVER

All full-time members of the bargaining unit and their spouses and children shall be allowed to take courses at the College for credit without payment of tuition. Such persons shall not be counted in determining the minimum number of students required to warrant conducting a class.

7.9. SECURITY

In the interest of employees security no member shall be required to work alone after hours.

7.10. FILL IN FOR ABSENT EMPLOYEES

From time to time it may be necessary for a Bargaining Unit member to assume duties of another employee due to the absence of that employee. If additional time is required to complete the "fill in" assignment and regular assignment, overtime will be scheduled for the person(s) involved.

7.11. RESIGNATION

A written notice of resignation shall be filed with the Personnel administrator at least two weeks prior to the date of leaving.

7.12. PARKING

Adequate parking near the building of employment shall be provided for all members. The Board will exert a diligent effort to clear the lots of snow and debris.

7.13. RESTROOM/LOUNGE FACILITIES

There shall be a restroom and lounge facility available in each building.

7.14. WORKSITE

Each member shall be assigned a worksite which will include a desk and storage space for material used on his/her job. Members will be provided access to phones for conducting of school business and for receiving and making emergency personal calls.

7.15. PERSONAL PROPERTY LOSS, DAMAGE OR DESTRUCTION

The Board shall provide each member with procedures to follow in the case of loss, damage or destruction of personal property.

The Union and Board shall create a Personal Property Loss Fund to provide a program of relief from personal property loss. It is agreed that this fund be composed of a \$500.00 contribution from each, the Union and the Board. Annually, the fund will be replenished to a total of \$1000.00 by contributions in equal shares from the Union and the Board.

The Superintendent shall provide for continuance of a committee of non-paid volunteers or set guidelines and administer the plan.

7.16. MATERIALS, SUPPLIES, DIRECTORY

The Board will provide each member a staff directory as soon after the beginning of the school year as possible.

Adequate supplies will be provided to members to perform their duties.

VIII - EVALUATION

Each member shall be shown and shall sign all Personal Experience Reports or other evaluations of the member's performance made by the supervisor. The member shall have the right to file and answer to any such material, which shall be attached to or kept in the same file with such material. Any such material may be examined by the member upon reasonable request.

It is understood that informal conferences between the supervisor and the member, for professional improvement or disciplinary investigation, may be conducted off the record in which case the report shall not be included in the employee's personnel file.

No material shall be placed in a member's file unless the member is shown such material and given the right to file an answer, which shall be attached to or kept in the same file with such material. At the member's request, and at his/her expense, the Board will reproduce any material in his/her file.

No derogatory statements, including reprimands, shall be kept in a member's personnel file for more than four (4) years in accordance with State Law.

A member shall have the right to have removed from his/her file any material placed therein in violation of the foregoing provisions. Furthermore, any material or statement which is in error or incorrect shall be expunged from the member's personnel file.

EACH MEMBER MAY ADD ANY PROFESSIONAL EVALUATION TO HIS/HER FILE AS HE/SHE CHOOSES.

IX - HOLIDAYS/VACATIONS

9.1. PAID HOLIDAY

The following days shall be paid holidays for all members of the unit if the day falls within the regular work schedule of the member.

1. Day before or after New Year's Day
2. New Year's Day
3. Black Heritage Day (Martin Luther King's Birthday)
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Day before or after Christmas Day
11. Christmas Day

Should any of the above holidays occur during an employee's scheduled vacation, he/she shall receive one (1) additional day of paid vacation of each holiday.

Whenever a state or federal statute requires that any of the above holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by the controlling statute, except that any holiday falling on a Saturday or Sunday shall follow the District's observance.

9.2. PAID VACATIONS

Vacation days with pay shall be granted to all 12 month employees at such times during the year as are suitable considering both the wishes of the employees and efficiency of the operation of the department concerned.

9.2.1. Vacations shall be granted to all 12 month employees by the employer as indicated by the following schedule.

6 mos to 1 year -----	1 year to 3 years -----	3 years to 8 years -----	8 years to 12 years -----	12 years and over -----
5 days	10 days	15 days	20 days	25 days

Days are defined as working days.

9.2.2. Probationary employees will be granted vacation time only after an acceptable probationary period has been completed. Probation time shall count towards time accumulated for vacation consideration.

9.2.3. On July 1 of each school year, vacations will be granted for service performed during the preceding work year (July 1 to June 30). Any vacation time unused as of June 30 of each school year cannot be carried beyond September 1 of the new work year.

- 9.2.4. Vacations may be split into one or more weeks, or one day at a time providing, such scheduling does not interfere with the operation of the department concerned.
- 9.2.5. Illness during vacation will not be charged to sick leave but to scheduled vacation time. Unusual circumstances may be reviewed at the discretion of the Superintendent.
- 9.2.6. If a regular pay day falls during an employee's vacation, he/she shall receive that pay check in advance after written notice provided three (3) weeks prior to the vacation.

X. SALARY SCHEDULES

10.1.

JOB TITLE	WEEKS	1987-88	1988-89	1989-90	1990-91	1991-92
Accounting Supervisor	52	\$33,189	\$35,844	37,278	39,142	40,708
M & O Operations Supervisor	52	\$33,189	\$35,844	37,278	39,142	40,708
Food Service Supervisor	52	\$33,189	\$35,844	37,278	39,142	40,708
Public Information Officer	52	\$37,429	\$40,423	42,040	44,142	45,908
Personnel Analyst	52	\$34,068	\$37,500	39,000	40,950	42,588
D.S.S. Coordinator	46	\$34,135	\$37,500	39,000	40,950	42,588
High School Registrar	46	\$15,016	\$22,000	22,880	24,024	24,985
Data System Associate	52	\$25,319	\$27,345	28,439	29,861	31,055
Data System Associate	52	\$25,319	\$27,345	28,439	29,861	31,055
Accounting Clerk	52	\$26,503	\$25,500	26,520	27,846	28,960
Payroll Specialist	52	\$22,503	\$24,500	25,480	26,754	27,824
Junior Accountant	52		\$26,000	27,040	28,392	29,528
IMC Lab Technician	52	\$15,561	\$21,576	22,439	23,561	24,503
A-V Technician H.S.	52	\$17,374	\$21,576	22,439	25,000	26,000
Print Room Supervisor	52	\$16,136	\$19,876	20,671	22,705	23,613
Executive Secretary I	52	\$24,063	\$27,500	28,600	30,030	31,231
Executive Secretary I	52	\$22,329	\$27,500	28,600	30,030	31,231
Attendance Officer	52	\$27,280	\$29,462	30,640	32,172	33,459
AFROTC Instructor	42	\$20,554	\$22,198	23,086	24,240	25,210
Bookkeeper	52	\$19,895	\$22,000	22,880	25,000	26,000
High School Food Service Sup.	42	\$15,824	\$23,760	24,710	25,946	26,984
Family Services Agent	42		32,000	33,280	33,600	34,944

In the event an employee resigns, the Board reserves the right to set the maximum salary for the position at the point when a new posting for the vacant position is made. Unless the job description is substantially changed the maximum salary will be no less than 90% of the existing maximum salary.

Any new employee will be paid at the rate of 90% of the salary for the position/classification. This period of probation will be for one year from the date of hire.

X - EMPLOYEE COMPENSATION**10.2. LONGEVITY PAY**

Members who have completed 10-14 years of service, 15-19 years of service, or 20 or more years of service will receive a longevity payment once a year on or before December 15. The amount of the payment shall be as follows:

	<u>86-89</u>	<u>89-90</u>	<u>90-91</u>	<u>91-92</u>
10-14 years	\$400.00	500.00	500.00	500.00
15-19 years	\$650.00	750.00	750.00	750.00
20 or more years	\$900.00	1,000.00	1,000.00	1,000.00

Any member who has completed his/her tenth, fifteenth or twentieth year with the School District on or before December 15 qualifies for their respective longevity payment. Any employee eligible for longevity payment shall receive only one amount listed above under his/her experience level for the current year.

10.3. BOARD PAID RETIREMENT

In addition to the salaries, the Board will pay the "members" share of the Retirement Fund contributions to the Michigan Public School Employees Retirement Fund. It is understood that any employee contribution either voluntary or required under the revised retirement act of 1985 will be paid by the employee.

10.4. JURY DUTY

Any member called for jury duty will cooperate fully with the administration in requesting excused or deferment of service; if denied, and the Jury Commission requires the member to serve during the work year, the member will be paid the difference between jury pay and his regular salary.

10.5. PAY CHECK DEDUCTIONS

The Board agrees to deduct from the salaries of employees, when voluntarily authorized in writing from each employee:

- Monthly Union dues and/or service fee
- Tax deferred annuities approved by the Board
- U.S. Savings Bonds
- Highland Park School Employees Credit Union monies
- Political Action Checkoff
- City Income Tax deduction where applicable

The Board shall provide Detroit income tax payroll deduction services for Detroit residents who request such services in writing.

10.6. EXPERIENCE CREDIT

Experience credit on the salary schedule may be granted to a new employee who has work experience directly related to the job classification. The granting of this experience credit shall be at the discretion of the Superintendent of Schools and will be dependent upon the existence of an applicable salary schedule.

10.7. SALARY CHANGES

A change resulting from an appointment to a permanent or "acting" position shall take effect with the assumption of the duties of the new position.

XI - FRINGE BENEFITS

11.1. LIFE INSURANCE

The Board agrees to pay the necessary premiums to provide group term life insurance for each member of the bargaining unit in the amount of \$50,000 for death and \$50,000 for accidental death and dismemberment.

11.2. DENTAL INSURANCE

For the duration of this Agreement, the Board agrees to pay the full premium for employees and dependents for a dental insurance package which shall include:

1. Seventy-five percent (75%), Class I benefits:
 - a. Basic Services
 - b. Preventive Services
 - c. Restorative Services
 - d. Oral Surgery Services
 - e. Endodontic Services
 - f. Peridontic Services
2. Fifty percent (50%) of Class II benefits:
 - a. Prosthodontic Services
3. Maximum coverage shall be \$900

A place shall be purchased for each individual regardless of marital status. Employees with coverage under external plans inferior to the above plan shall not be excluded. The plan shall be the same as that provided for the members of the Highland Park Federation of Teachers.

11.3. HOSPITALIZATION OR MEDICAL INSURANCE

Bargaining unit members may elect either the Blue Cross-Blue Shield MVF - 1 Plan with First Aid Emergency (F.A.E.), Medical Laboratory (M.L.), and the Pre and Post Maternity Care (I.M.B.O.B.) or hospital-medical surgical insurance, including Master Medical (Option 4) and Prescription Drug Coverage as described in the brochure furnished to the Union, or equivalent coverage under Michigan Health Maintenance Organization. For the duration of this Agreement, the Board agrees to pay the full premium for employee and dependents' semi-private coverage under either of said plans for all bargaining unit member who enroll, but not exceeding the cost of employee and dependents' semi-private coverage under the Blue Cross-Blue Shield plan.

11.4. BOARD RESPONSIBILITY

Commencement and duration of coverage and amount and nature of benefits will be governed by the terms of the group insurance policy and the rules and regulations of the carrier. The Board's only responsibility shall be for payment of premiums as above set forth .

The Board will pay necessary insurance premiums for a member on leave with pay. The Board will permit a member who desires to do so to continue insurance coverage during leaves without pay by paying the necessary premiums to the Board prior to the premium due dates.

11.5. INSURANCE COVERAGE DURING MATERNITY LEAVE

In cases of Maternity Leave where the member has sick leave days available and sick days are used for Maternity Leave, the Board will pay any insurance premiums falling due prior to exhaustion of the member's sick leave. Otherwise, the Board shall have no responsibility for payment of insurance premiums during Maternity Leave (or during Child Care Leave), but the Board will permit any member who desires to do so to continue insurance coverage during Maternity Leave or Child Care leave by paying the necessary premiums to the Board prior to the premium due dates.

11.6. OPTICAL

The plan in effect will be the "Plan III Basic Family Eye Care Program".

XII - LEAVES WITH PAY AND LEAVES WITHOUT PAY

12.1. PERSONAL BUSINESS LEAVE

A staff member will be allowed absence with pay, totalling not more than five (5) days within each school year, for personal or private business, provided such leave is necessary and is for a reason beyond the control of the individual requesting it.

Except in cases of emergency, Personal Business Leave with pay will not be granted in the week prior to or the week following a vacation period, or in the first or last week of the school year.

12.2. FAMILY LEAVE

Family leave, with pay, for not more than five (5) days within each work year, may be allowed for illness or death in an employee's immediate family. Individual adjustments may be made by the Superintendent to cover specific and unusual circumstances.

Immediate family includes spouse, children, father, mother, brother, sister, father-in-law, and mother-in-law of the employee. The Superintendent may extend this definition upon application for such extensions in unusual cases.

12.3. SICK LEAVE

Beginning July 1, 1987 sick leave with pay will be granted to each employee beginning July 1 of each school year at the following rates:

52 week employees shall receive fifteen (15) days,
46 week employees shall receive thirteen (13) days,
42 week employees shall receive twelve (12) days,

to be used as necessary during the school year. If the time initial employment is other than the beginning of the school year (July 1), the specific days for the employee shall be prorated for the remainder of the school year.

12.3.1. Accumulated Sick Leave - All unused Annual Sick Leave Days at the end of 1987-88 school year and thereafter will be carried over into the new school year and accrued to the previously accumulated sick leave days. Unused sick leave time shall be accumulated to a total of 200 days.

Beginning with the 1986-87 school year each member's sick leave bank will be credited with the number of days the member was entitled to at the close of the 1985-86 school years.

12.3.2. If a person is unable to resume his/her assigned duties after the sick leave entitlement expires he/she shall be placed on sick leave without pay and may continue on such leave a period not to exceed one year. If at the end of one year on such leave without pay, the employee is

unable to resume his/her assigned duties, his/her employment will terminate. However, if at some later time, the person is deemed able to resume employment, he/she will rank first for consideration among candidates for any position for which he/she is qualified. After resuming employment following personal leave without pay, the employee will receive 15 days of sick leave for 52 week employees, 13 days for 46 week employees and 12 days for 42 week employees.

- 12.3.3. It shall be the prerogative of the Board to evaluate the sick leave record and to judge the advisability of continuing further sick leave entitlement of any employee whose state of health is such as to necessitate the use of a major portion of sick leave entitlement in two (2) successive years.
- 12.3.4. An employee will not be permitted to return to his/her assignment without permission of the Superintendent if it is necessary for him/her to use crutches, or if portions of their body are encumbered by bandages or in slings, or if the condition of the body is such as to be deemed hazardous to his/her personal welfare and safety.
- 12.3.5. A person who concludes a work year on sick leave and who is unable to resume his/her assigned duties at the beginning of the next work year, will be continued on sick leave into the new work year for a period of time equal to the remainder of sick leave unused at the end of the previous school year.
- 12.3.6. An employee who has been absent ten (10) or more consecutive work days because of illness shall, upon his/her return and before resuming assigned duties, furnish to the administrator in charge of Personnel, a certification of fitness to resume his/her normal duties. Such certification shall be signed by a competent physician of the employee's own choice, shall state the nature of the illness or injury, and shall certify that the employee is fit and able to resume his/her assigned duties.
- 12.3.7. Exceptions to any provision defined under the preceding sections may be made in any individual case only with the specific and express approval of the Board.

12.4. MATERNITY LEAVE OF ABSENCE

The Board shall grant a leave of absence without pay for maternity upon written request for such leave by the employee and certification pregnancy by the employee's physician. Such leave shall be counted as experience credit for the purpose of pay.

The employee shall notify the administrator in charge of Personnel by a written statement for her physician as soon as pregnancy has definitely been determined. The physician's statement must specify the date until which, the physician's opinion, the employee can continue full-time employment in her position without either (a) danger to the employee's health or that of the child, or (b) impairment in any way of the employee's ability to perform

her duties.

The date of resumption of employment in her position shall be the date specified by the employee's physician as described above.

The employee may apply sick leave to her maternity leave, up to the full extent of that employee's sick leave available under the provision of this agreement.

The Board reserves the right, at its option and expense, to have the employee examined by a physician designated by the Board with respect to the proper ending date of the leave as set forth above. The employee will make herself available for such examination and will cooperate in furnishing any necessary information in connection therewith. The Board's designated physician will provide the Board and the employee with a statement specifying the same information as that required from the employee's physician as described above. In the event of conflict it shall be resolved by submitting the dispute to a third neutral physician (mutually agreed upon by the Board's physician and the employee's physician) whose opinion shall be binding on both parties.

It is agreed that the failure of any employee to comply with any of the foregoing requirement shall be just cause for disciplinary action.

12.5. JURY DUTY

Upon prior written request, a member of the union called for jury duty shall be granted a leave of absence for the duration of the duty. The Employer shall be obliged only to pay an amount equal to the difference between the employee's salary as computed on a daily basis the daily jury duty fee paid. The employer agrees that this amount will be exclusive of mileage and other expenses allowed by the court.

12.6. MILITARY LEAVE

Military leave shall be allowed in cases where an employee is drafted or where he/she may volunteer in anticipation of the draft, or is recalled to active duty. Such Military Leave, after an employee has been employed in the School District of Highland Park, shall count toward all salary scheduled steps and retirement benefits.

Any regular employee of the Highland Park Public Schools who may enlist, or be drafted, or be recalled into the defense forces of the United States for service training, shall make application in writing for Military Leave; and shall be reinstated to his/her position in the school system with full credit, including annual increment under the salary schedule then in effect, supported by competent written proof that said applicant is fully qualified to perform the duties of said position. Application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.

12.7. PERSONAL LEAVE OF ABSENCE WITHOUT PAY

Any non-probationary person who has been employed by the school district for a minimum period of three (3) consecutive years shall, upon written request, be allowed a personal leave without pay, for a good and sufficient reason, provided it does not in any way injure the School District.

Such leaves may be up to one-half or a work year or a maximum of one full year.

Applications for personal leaves of absence for one-half year or longer must be submitted by March 1 for leaves beginning with July 1, or be October 15 for leaves beginning January 1.

12.7.1. Notice of Intent to Return- Sixty (60) days prior to the expiration of the personal leave, the returning employee shall give notice of his/her intent to return. Failure to file such a request shall be considered as intent of the employee not to continue further employment in the district. Personal leave of absence to take other employment will not be granted except as specifically provided in other parts of this Agreement.

12.7.2. Return From Personal Leave- Persons returning from a personal leave of absence shall be able to return to their original position or shall be considered first on the list of qualified candidates when a position is vacant requiring person with his/her qualifications. Upon return from a personal leave without pay, the employee shall be placed on the salary schedule on the salary schedule level for which he/she was eligible at the time of the leave.

12.8. CHILD CARE LEAVE OF ABSENCE WITHOUT PAY

The Board shall grant a leave of absence without pay for care of an employee's newborn child upon written request for such leave by the employee, and certification of the birth by the employee's physician. Such will not be counted as credit toward levels on any salary schedule.

The request for child care leave shall be submitted at the same time as the request for maternity leave as described in Article 12.4. above. The child care leave will begin at the date of expiration of maternity leave as described in Article 12.4. above, as will end, at the employee's option, at the beginning of either the first or second school year following expiration of the maternity leave, and at no other time.

EXAMPLES

1. Child born April 1, 1985; maternity leave expires May 15, 1985, child care leave expires, at employee's option, either at beginning of the 1985-86 school year or at beginning of the 1986-87 school year.

2. Child born October 15, 1985; maternity leave expires November 29, 1985, child care leave expires, at employee's option, either at beginning of the 1986-87 school year or at beginning of the 1987-88 school year.

Upon expiration of child care leave, the employee will be given preference for hiring in any vacant position for which the employee is qualified, provided the employee has submitted a written request for resumption of employment at least 120 days prior to the leave-ending date. If no such written and timely request is submitted, the employee will be considered to have resigned. If there is no vacant position for which the employee is qualified at the time for the leave-ending date, the employee will continue to have preference for any such vacancy which may occur for a period of one year from the leave-ending date, after which all rights to preference shall cease.

In cases of maternity and/or child care leave where the employee has sick leave days available sick days are used for maternity leave as provided in subsection 4, the Board will pay any insurance premiums falling due prior to exhaustion of the employee's sick leave days. Otherwise, the Board shall have no responsibility for payment of insurance premiums during maternity leave (or during child care leave), but the Board will permit any employee who desires to do so to continue insurance coverage during maternity leave or child care leave by paying the necessary premiums to the Board prior to the premium due date.

XIII - GRIEVANCE PROCEDURE

13.1. GENERAL

It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this agreement will be settled at the lowest possible step. Further, every effort shall be made to adjust all controversies and disagreements between Administration and the Union or its members in an amicable manner.

- 13.1.1. A grievance, subject to the following procedure, shall include any and all disciplinary actions taken by the employer, any and all questions and disputes involving contract interpretations, and any and all questions and disputes involving conditions of employment.

The Union shall have the right to file a grievance as to a question or disputes involving more than one (1) employee, which shall be filed with the Administrator of processing at the level of Superintendent or his/her designee.

- 13.1.2. The term "employee" shall mean any member of the bargaining unit and shall also mean a group of employees having the same grievance.

- 13.1.3. In computing the time limits below, Saturdays, Sundays, and holidays are excluded.

13.2. PROCEDURES

Grievances shall be presented and adjusted in the following manner:

- 13.2.1. A grievance may be lodged and thereafter discussed with the employee's immediate supervisor:

- (1) by employee accompanied by a Union Representative if the employee so requests, or
- (2) through a Union representative, if the employee so requests, or
- (3) by a Union Representative in the name of the Union.

- 13.2.2. No employee at any stage of the grievance procedure shall be required to meet with any administrator without Union representation if such representation is requested.

- 13.3.3. An employee or the Union shall first request (in writing) a grievance conference for the purpose of discussing the grievance with the administrator in an attempt to resolve the grievance informally. After receipt of the employee's request, the administrator shall notify the Union representative (in writing) of the grievance conference. The

employee may elect to have a representative present during the conference.

- STEP 1 - In the event said grievance is not settled informally, the employee shall on his/her own, or through the Union, if the employee so requests, within three (3) working days from the date the grievance first arose, submit the grievance in writing to his/her administrator and the Union president. The administrator shall issue a written reply to said grievant within five (5) working days after receipt of the grievance, with a copy to the Union president.
- STEP 2 - Within five (5) working days after receiving the decision of the supervisor, the Union may appeal his/her decision to the highest level administrator in that division. Official replies shall be made by that administrator or his/her designated representative to all such appeals made by the Union within five (5) working days of receipt of such appeals.
- STEP 3 - In the event the decision at Step 2 does not resolve the grievance, the Union within five (5) working days may appeal said decision to the Superintendent or his/her designee. The Superintendent or his/her designee shall issue a written reply within ten (10) working days of receipt of such appeals.
- STEP 4 - In the event the decision of the Superintendent or his/her designee does not resolve the grievance, the Union within eight (8) working days may appeal said decision to the Board. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions. A hearing date shall be scheduled at the next Board meeting and the grievance heard in accordance with said schedule. The Board shall deliver its decision in writing together with supporting reasons within ten (10) working days after the hearing to the Union.
- STEP 5 - Within fifteen (15) working days after delivery of the Board's decision, the grievance may be appealed to advisory arbitration by the Union. The arbitrator shall be selected and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the Board and the Union. The arbitrator's decision shall be advisory only. He shall give no opinion with respect to any matter left by the Agreement or by the law to the discretion of the Board or Administration. The arbitrator

shall confine his/her opinion to the sole question of whether or not there has been a violation of this Agreement or whether any disciplinary action was unjust or improper.

13.3. TIME LIMITS

Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified in Step 2 shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further appeal. Time limits may be extended in any specific instance by mutual agreement in writing.

13.4. DISCIPLINE AND DISCHARGE OF NON-PROBATIONARY EMPLOYEES

No employee shall be reprimanded or disciplined in anyway within sight or hearing of any other employee, citizen, or student. It is understood that the employee has the right to have a Union representative present during any reprimand. No employee shall be disciplined or discharged without just cause. The Employer agrees to immediately notify the Union prior to the discharge of a non-probationary employee. The Board agrees to maintain a progressive discipline program.

13.4.1. The discipline and/or discharged non-probationary employee may discuss the discipline and/or discharge with the President of the Union or representative and the employee's supervisor or Administrator of Personnel.

13.4.2. APPEAL OF DISCHARGE AND/OR DISCIPLINE

In the event an employee shall be disciplined, reprimanded, suspended or discharged by the Board or any agent or representative thereof and believes that he/she has been unjustly dealt with, he/she may file a complaint. A complaint shall be a request for a hearing presented in writing by the Union to the Chief Administrator/Personnel Officer. The Chief Administrator/Personnel Officer will schedule a hearing within five (5) working days and give his/her answer to it in three (3) working days after the hearing. If the decision is unsatisfactory to the Union, the matter may be processed through the grievance procedure beginning with Step 3 of the grievance procedure.

13.4.3. If the employee prevails in such a grievance procedure, the employee's personnel record shall indicate such exoneration.

13.4.4. Any employee who is reinstated after discharge or suspension which has been adjudged to have been unjust or improper shall be returned

to work on his/her regular job without loss of his/her seniority rights and with full back pay.

13.4.5. The Union and the Board agree to assist employees in maintaining proper employee conduct and performance at his/her position. Therefore, the Board agrees to notify the Union of any disciplinary action, the nature of which is serious enough to warrant written record.

13.5. LEGAL COUNSEL

Any party to a grievance shall have the right to representation by legal counsel at Step 4 and above; provided, however, that no employee may be represented by counsel for any employee organization other than the Union. A representative from the Michigan Federation of Teachers may participate at Step 4 and above except where the employee is proceeding individually.

13.6. PROHIBITION OR DISCUSSION

No administrative personnel shall attempt to discuss any matter pertaining to a written grievance with the employee who has lodged such written grievance unless that employee is accompanied by a Union representative or elects to represent himself.

XIV - DISCIPLINARY PROCEDURES

14.1. DISCIPLINARY ACTION

- a. The Board and the Union agree that disciplinary action shall be taken against an employee for adequate and just cause only.
- b. In the event problems arise, it is agreed that such problems will be solved informally whenever possible. The employee and the immediate supervisor shall meet privately in an attempt to mutually identify, clarify and resolve any job-related difficulties. In the event the immediate supervisor is unable to meet on a timely basis, the supervisor shall inform the employee in writing that a problem exists and shall establish a meeting date to discuss the problem.
- c. It is understood that informal conferences, such as those between the supervisor and the employee for professional improvement or disciplinary investigation may be conducted off the record and shall not be included in the employee's personnel file or record.
- d. Under circumstances where the supervisor deems it appropriate to discipline an employee, the supervisor shall notify the employee in writing of the disciplinary conference to be held, with a written statement of charges at least 48 hours in advance of the conference.
- e. The employee is entitled to representation by the Union at the disciplinary conference. At that conference, all phases of the charges will be explored before any act of reprimand or disciplinary decision is made by the supervisor. After considering the outcome of this conference, if the employee receives an act of reprimand or discipline, then his/her interest can be pursued further at Step 1 of the grievance procedure and/or written response.
- f. The Board and the Union agree that any oral reprimand shall take place in private.
- g. The Board and the Union agree that whenever possible no reprimand shall be placed in an employee's personnel file prior to discussion between the person issuing the reprimand and the employee being reprimand.
- h. The employee shall receive a copy of any written reprimand prior to its placement in his personnel file. This reprimand shall cite schedules the reasons for the reprimand.

14.2. SUPENSION

In the event the Employer elects to suspend a bargaining unit member, such suspension shall be for adequate and just cause.

14.3. TERMINATION

Except as provided for in Article 1.2, Agency Shop and Article 5.5, Probationary Period, a full-time employee in the Bargaining Unit shall be subject to termination only for adequate and just cause. The following procedure shall be adhered to whenever termination proceedings are initiated against a full-time employee in the Bargaining Unit.

- a. The Personnel Office may initiate a termination recommendation to the Superintendent. The recommendation shall be in writing and shall set forth the reasons for the termination. The recommendation shall have been reviewed by the employee's supervisor(s).
- b. The Superintendent shall review the recommendation. If the Superintendent concurs with the recommendation, the Superintendent shall authorize the Personnel Office to inform the employee by letter of the termination recommendation. The letter shall be given to the employee in person, if possible. At the same time, a copy of the letter shall be sent to the Union president.
- c. If termination is recommended by the Superintendent, such recommendation shall be forwarded to the Board. The Board shall review the recommendation and rule on the request for termination at its next public meeting.
- d. If the Board upholds the termination recommendation, the employee shall be terminated. The Personnel Office shall send a letter informing the employee of the Board's decision. At the same time, a copy of this letter shall be given to the Union.

XV - WAIVER

The parties acknowledge that during the negotiations which resulted in 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 areas of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and 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 in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

XVI - CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Union, and employees in the bargaining unit. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose file judgement or decree no appeal has taken within the time provided for doing so, such provision shall be void and taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

XVII - NO STRIKE

The Union fully recognized that the statues of the State of Michigan confer upon public employees and their organizations not only certain rights and privileges, but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Union agrees, on behalf of its self and all those who it represents, that the non-strike provision of the Public Employment Relations Act (Act 3365 of 1947), as amended will be faithfully observed at all times.

DURATION

This Agreement shall be September 1, 1986, and shall continue in full force and effect until August 30, 1992. At any time subsequent to February 1, 1992. Either party may give written notice to the other of its desire to negotiate a new Agreement.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 11th day of September, 1990.

**BOARD OF EDUCATION
SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK**

BY *[Signature]*
Its President
BY *[Signature]*
Its Superintendent

and

NEGOTIATING COMMITTEE:

[Signature]
[Signature]
[Signature]

**H.P.F.T. - LOCAL 684
ADMINISTRATION SUPPORT PERSONNEL
AFT-AFL-CIO:**

BY *[Signature]*
Its President

and

NEGOTIATING COMMITTEE:

[Signature]
[Signature]
[Signature]
[Signature]

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