

1/1/73 - 6/30/76

Clarkston

MASTER AGREEMENT

between

CLARKSTON COMMUNITY SCHOOLS

and

**CLARKSTON COMMUNITY SCHOOLS
OFFICE PERSONNEL**

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

Clarkston Community Schools
Secretarial Association
Special Services Building
6590 Middle Lake Road
Clarkston, MI 48016

July 1, 1973

to

June 30, 1976

ATTN: Ms. Margaret R. Munk

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The Clarkston Community Schools District, party of the first part, and the Clarkston Community Schools Office Personnel, party of the second part, do hereby agree to and affix their signatures thereon in acceptance of the following contractual stipulations to be in effect for a period of three (3) years beginning July 1, 1973 and ending June 30, 1976 with annual salary opening.

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Secretarial Association as representatives of office personnel with respect to hours, wages and terms and conditions of employment, and other working conditions, and

WHEREAS, both parties desirous of establishing a harmonious relationship for the purpose of promoting the best interests of both parties; and for the purpose of defining their mutual rights and obligations this Agreement shall not be modified, altered, or changed in any respect without mutual consent.

CLARKSTON COMMUNITY SCHOOLS
OFFICE PERSONNEL
REPRESENTATIVES

CLARKSTON COMMUNITY
SCHOOLS, SCHOOL BOARD
REPRESENTATIVES

ARTICLE I

MANAGEMENT RIGHTS CLAUSE

"The Board, in its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, and authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- (3) To establish special programs, and to provide for athletic, recreational and social events for students all as deemed necessary or advisable by the Board;
- (4) To determine class schedules, the hours of employment, and the duties, responsibilities, and assignments of office personnel and other employees with respect thereto and with respect to administrative and non-teaching activities and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States."

ARTICLE II

WORKING HOURS

- A. The normal work year for office personnel will be twelve (12) months.
- B. Office personnel may be hired on a school term or weekly basis as need dictates. School term is defined as the number of days school is open for attendance.
- C. Clerks will be employed on an hourly basis.
- D. Office personnel hired new to the district, or rehired after having resigned, who are members of the secretarial bargaining unit, as defined, shall serve a probationary period of sixty (60) actual working days in their job assignment. The sixty (60) working day probationary period shall be accumulated within not more than one (1) year. The sixty (60) working day period may be extended for any absences of the employee during that period, by the number of said absences.
- E. Credit for vacation allowance and sick leave shall be granted to the employee for whom this Agreement provides vacation allowance and/or sick leave and who has satisfactorily completed her probationary period, retroactive to date of hire. This would also apply to salary scale increase.
- F. New hires and transfers must be approved by the Superintendent's Office.
- G. Normal work day shall consist of eight (8) hours. Normal work week shall consist of forty (40) hours excluding a lunch period, Monday through Friday (five days).
- H. All office personnel shall have a duty free lunch period.
- I. In the event the employee works more than eight (8) hours per day or more than forty (40) hours per week, with the approval of the building administrator or her supervisor, she shall be paid at the rate of one and one half (1 1/2) her rate of pay.
- J. The scheduling and assignment of work hours shall be prepared by the building administrator or Board Office Supervisor, whichever applies.

ARTICLE II

WORKING HOURS - continued

- K. When school is cancelled due to an Act of God and locally announced on the radio station, office personnel are expected to report for work as soon as possible, without suffering loss of pay.
- L. Seniority will be figured from time of hire.
- M. Credit on the salary schedule for previous experience and training will be granted at the discretion of the Superintendent.
- N. From July 1 to the first Monday after August 16 and teachers' Christmas vacation period, office personnel's work day shall be reduced to seven (7) hours.

ARTICLE III

VACANCIES, PROMOTIONS & TRANSFERS

A. Vacancies

1. The Board declares its support of a policy of filling all vacancies from within its own office personnel.
2. An office employee may apply for any position within the system for which she is qualified. Such an application must be in writing addressed to the Superintendent of Schools.
3. In filling a vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. This does not preclude that applicants from outside the system are not eligible for employment. Each applicant shall be notified of the Board's decision within five (5) days of the fulfillment of the position. The decision of the Board as to the filling of such vacancies, shall, however, be final.

B. PROMOTIONS - a transfer from within the bargaining unit to a higher paid position requiring more skills and responsibilities.

1. An office employee may apply for any position within the system for which she is qualified. Such an application must be in writing, addressed to the Superintendent of Schools.
2. Each applicant shall be notified of the Board's decision within five (5) days of the fulfillment of the position. The decision of the Board as to the filling of such vacancies shall, however, be final.

C. TRANSFERS

1. Requests by an office employee for a transfer to a different building shall be made in writing to the Superintendent's Office. The application shall set forth the reasons for transfer, the school, or position sought, and the applicant's qualifications.

ARTICLE III

VACANCIES, PROMOTIONS & TRANSFERS - continued

C. TRANSFERS - continued

2. An involuntary transfer will be made only in case of an emergency. The superintendent shall notify the office employee of the reasons for such transfer. If the office employee objects to such transfer for the reasons given, the dispute may be resolved through the grievance procedure.
3. An office employee's seniority shall be maintained for as long as she continues working in the Clarkston Community Schools.

- D. The Board shall submit to each unsuccessful candidate their evaluation of her, at her request, and the reason for not accepting her for the position in question. The purpose of this evaluation is to inform her as to how she may strengthen her qualifications for a similar position in the future.

ARTICLE IV

INSURANCE

- A. The Board agrees to furnish to all regular twelve (12) month employee office personnel the following insurance protection without cost:
1. BLUE CROSS - BLUE SHIELD (UPON REQUEST)
Comprehensive Hospitalization, Ward, MVF1, Master Medical, Medicare Option BC-2, Bs-1, (Single, married and family).
 2. PRESCRIPTION DRUG PACKAGE
Prescription service through Blue Cross-Blue Shield with the \$2.00 co-pay coverage.
 3. The above benefits will be provided without cost. There shall be no case of double coverage.
 4. GROUP LIFE INSURANCE
The Board will provide life insurance protection in the amount of ten thousand dollars (\$10,000) that will be paid to the office employees' designated beneficiary. (Not effective until ten (10) days after ratification by the Board of Education).
 5. LONG TERM DISABILITY
 - a. To read same as teachers.
- B. The insurance benefits listed in Section A1, A2, A4, A5, will be furnished to ten (10) month office personnel on a pro-rated basis.
- C. New employees will not be eligible for benefits in Section A1, and A5, until the first of the month following the completion of their probationary period.
- D. If an office employee shall terminate her employment with the district, the payment of insurance premiums to cover said employee shall also terminate.

ARTICLE V

PAID LEAVES

- A. Sick days shall accumulate indefinitely at the rate of one (1) day per each month worked. Ten (10) days per year for school term employees and twelve (12) days per year for twelve (12) month employees.
- B. Leaves of absences shall be granted to all employees for the following reasons and under the following conditions:
1. Regular employee's personal illness, deductible from leave bank.
 2. Emergency Days
 - a. Up to two (2) days per year (non-accumulative, deductible from paid leave bank), shall be allowed for emergencies when a member of the immediate family (spouse, children, mother, father, or legal dependent), is hospitalized. A doctor's statement or other acceptable proof of obligation shall be presented upon request when non household members listed above are hospitalized.
 3. Personal Business Days
 - a. Two (2) days may be granted to each office employee each year (non-accumulative) for the conduct of personal business. If used, this day shall be deducted from leave bank.
 - b. This shall be granted through prior approval of the building principal or supervisor two (2) days in advance, except when such timely notice is impossible but in no case later than 3:00 p. m. on the day preceding the day in question.
 - c. These days shall not be used for recreational purposes, extended vacation or for seeking other employment except with the approval of the Superintendent.
 - d. Personal business is defined as business which cannot be transacted on a time other than during working hours.

ARTICLE V
PAID LEAVES - continued

3. e. Personal business days are not to be considered as an expansion or extension of any article or section of this contract.

4. Death
 - a. A maximum of three (3) days for death in the immediate family. Immediate family considered to be - father, mother, brother, sister, children, husband, wife, mother-in-law, father-in-law, or any dependent living in the household, not deducted from leave bank. An additional two (2) days if needed may be granted upon request, and deducted from leave bank.

 - b. In the event of death of relatives outside the immediate family or household, or for persons where closeness of relationship would warrant, one (1) day will be allowed and deducted from leave bank.

5. Jury duty
 - a. When an office employee is called for jury service, she shall receive the difference between her regular pay and the pay received for jury duty.

6. Judicial or Administrative Proceedings
 - a. Appearance as a witness in any judicial or administrative proceeding connected with the office employee's employment, or whenever the office employee is subpoenaed to attend any proceeding, except when cause is perpetrated by the employee, not deductible from leave bank.

- C. Paid leave is limited to number of days in leave bank at the time of leave plus all days approved non-deductible from leave bank.

ARTICLE VI

VACATIONS AND HOLIDAYS

- A. All twelve (12) month employees shall receive the following vacation with pay:

Employment	Vacation
1 year	1 week
2-6 years	2 weeks
7 or more years	3 weeks

- B. Vacations must be scheduled not later than thirty (30) days in advance and approved by the building administrator and Superintendent's Office.
- C. An employee shall be given an additional paid vacation day when a holiday occurs during his vacation period.
- D. The following shall be considered a holiday without loss of pay, provided the holiday falls during the normal work week (Monday through Friday), and provided school is not in session.

Legal Holidays	Other Paid Days Off
July 4th	Thanksgiving Day
Labor Day	Day after Thanksgiving Day
Christmas Day	December 24
New Years Day	December 31
Memorial Day	Good Friday

- E. If a legal holiday falls on Sunday, the following Monday will be a holiday with pay.
- F. Two (2) representatives of the Secretarial Association may be released to attend, without loss of pay, the MAES Convention with prior approval of the Board Office.
- G. Ten (10) month employees shall be entitled to all holidays and other paid days off listed in Section D falling within their work week. Work week is defined as any week in which school is scheduled to be in session, Monday through Friday and the employee scheduled to work.

ARTICLE VII
OFFICE PERSONNEL

Salary Schedule - retroactive to July 1, 1973

WEEKLY RATE:

1973 - 1974

ELEMENTARY	100.00	110.00	120.00	132.00	145.00
SECONDARY	112.00	122.00	132.00	143.00	155.00
CLERKS (Hourly Rate)	2.40	2.60	2.80		

ARTICLE VIII

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of employees.

B. DEFINITION

1. A "grievance" is a claim based upon the belief that there has been a violation, misinterpretation or misapplication of any provision of this contract.

C. PROCEDURE

1. Level One - An individual with a grievance shall first discuss it with their immediate supervisor or principal within five (5) working days from the time of the incident.
2. Level Two - In the event that the individual is not satisfied with the disposition of the grievance at level one, or in the event that no decision has been rendered within five (5) working days following presentation of the alleged grievance, the individual shall discuss the alleged grievance, with the Office Manager.
3. Level Three - In the event that the aggrieved is not satisfied at level two, the Association, at its discretion, may intervene on behalf of the aggrieved and submit said grievance in writing to the Office of the Superintendent. The Superintendent shall schedule a meeting with the aggrieved, Association representative and such other personnel as is deemed necessary to properly hear and resolve the grievance.
4. Level Four - If the Association is not satisfied at level three, they shall file a request with the Superintendent to be placed on the Board of Education agenda to present the grievance directly to the Board.