

June 30, 1971  
East Detroit

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AGREEMENT

Between

EAST DETROIT BOARD OF EDUCATION

And The

EAST DETROIT EDUCATIONAL SECRETARIES ASSOCIATION

This AGREEMENT entered into this 1st day of July 1969, by and between the BOARD OF EDUCATION of the East Detroit Public Schools, School District of the City of East Detroit, Macomb County, Michigan, or its survivor, hereinafter called the "Employer" and the EAST DETROIT EDUCATIONAL SECRETARIES ASSOCIATION, hereinafter called "E.D.E.S.A."

(The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only)

ARTICLE I

Recognition

- A. The Board hereby recognizes the E.D.E.S.A. as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for all personnel engaged in work related to secretarial and clerical duties including, but not limited to, secretaries, clerks, bookkeeping machine operators, machine operators, receptionists, switchboard operators, typists and stock clerks.
- B. For the duration of this Agreement, the Board agrees not to negotiate with any organization other than the E.D.E.S.A. representing the employee recognized in Article I, Section A.
- C. Employees may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association, and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year.

## ARTICLE II

### Definitions

- A. Whenever the term "Board" is used, it shall mean the Board of Education of the East Detroit Public School District and shall include its designee upon whom the Board has conferred authority to act in its place and stead.
- B. Whenever the term "Association" is used, it shall mean the East Detroit Educational Secretaries Association and shall include its designee upon whom the Association has conferred authority to act in its place and stead.
- C. Whenever the term "employee" is used, it is to include any member or members of the bargaining unit.
- D. Whenever the "Superintendent" is used, it shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place and stead.
- E. Whenever the term "Immediate Supervisor" is used, it shall mean the administrator of any work location or functional division or group.
- F. Whenever the term "Association Representative" is used, it shall mean the employee designated by the Association to represent an individual or group of employees.
- G. Whenever the term "grievance" is used, it shall mean a complaint by an employee or group of employees based on an alleged violation or one or more of the expressed provisions of this Agreement.

## ARTICLE III

### Association and Employee Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising

governmental power under color 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 conferred by said Act 379 or other laws of Michigan, or the Constitutions of Michigan and the United States, and that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or collective professional negotiations with the Board, or his institutions of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. The Board specifically recognizes the right of its employees to appropriately invoke the assistance of the Michigan Employee Relations Commission or a mediator from such public agency.
- C. Members of the Association shall have the right to use school building facilities and equipment at all reasonable hours. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Established media of communications shall be made available to the Association.
- D. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the allocations of funds and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint.
- E. The Association shall receive an annual report of all employees covered under this Agreement stating: name, place of assignment, date of employment, classification, years of previous credit granted, and salary. Such annual report shall be furnished to the Association by October 1.

## ARTICLE IV

### Fair Employment Practices

- A. Discrimination - Neither the Employer nor the E.D.E.S.A., nor their agents shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, age, political activities or prior membership, or past participation in the activities of any employee organization.
- B. New Applicant Consideration - Residents of the School District providing their qualifications are equal to non-residents, shall receive preferential consideration in initial permanent or part-time employment.
- C. Outside Activities - No religious or political activity of an employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private, personal life of any employee is not within the appropriate concern or attention of the employer except as it might adversely reflect upon the employer.

## ARTICLE V

### Strike and Picket Prohibition

- A. Participation - It is agreed that during the term of this Agreement, there shall be no strikes. "Strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part, from the full, faithful and proper performance of the duties of employment. It is further agreed that neither E.D.E.S.A. nor its agents or members shall sponsor picketing or threaten to sponsor picketing during the term of this Agreement.
- B. Protection - Should another organization within the School District sponsor picketing or strike, the secretaries agree to make a reasonable effort to report for work, providing the employer provides a safe and available place for performance of duties.

## ARTICLE VI

### Compensation, Overtime, Legal Holidays, Released Time

- A. Salary and Classification - The salary of an employee covered by this Agreement is set forth in Schedule A attached hereto, made a part hereof, and incorporated within this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Work Schedule - The normal work schedule shall be a seven and one-half ( $7\frac{1}{2}$ ) hour day and a thirty-seven and one-half ( $37\frac{1}{2}$ ) hour week, Monday through Friday. Overtime worked in excess of seven and one-half ( $7\frac{1}{2}$ ) hours in any one day, or on Saturday shall be paid for at one and one-half ( $1\frac{1}{2}$ ) times the regular hourly rate except that an employee shall be paid double time for working on Sundays and/or holidays. The hourly rate of an employee shall be determined by dividing his/her base salary, as set forth in Schedule A, by thirty-seven and one-half ( $37\frac{1}{2}$ ) hours. When school is not in session, an employee shall work only thirty-five (35) hours per week. However, overtime pay shall not commence until an employee has worked thirty-seven and one-half ( $37\frac{1}{2}$ ) hours in a week or seven and one-half ( $7\frac{1}{2}$ ) hours in a day.
1. For the purpose of this agreement, school is not in session when, according to the official school calendar, neither students nor teachers are in full day attendance.
  2. Employee work schedules may vary due to the special needs and circumstances peculiar to buildings and/or departments. Employees are expected to report for duty within the organizational pattern of the building or department.
- C. Holidays - Employees within the bargaining unit shall receive a holiday with pay at the employee's current regular wage for the following days: New Year's Day, Good Friday, the Monday immediately following Easter Sunday, Memorial Day, July 4, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, one full day immediately preceding Christmas, Christmas Day and one full day immediately preceding New Year's Day. Should a holiday fall on a Saturday, Friday shall be considered as a holiday. Should a holiday fall

on Sunday, Monday shall be considered as a holiday. December 26, 1969, and January 2, 1970, shall be given as additional holidays.

1. Those employees not receiving December 24th as a holiday shall receive a day at a time mutually agreed, in writing, with employee and employer.
- D. Professional Growth - Employees may be released from regular duty without loss of pay one (1) day in the Fall and one-half ( $\frac{1}{2}$ ) day in the Spring of each school year, when school is not in session, for the purpose of participating in meetings, work-shops or in-training programs approved or sponsored by the employer. Any employee required to work on such release days shall be reimbursed double time.
- E. Continuing Education - The Employer shall pay expenses for not to exceed three (3) employees desiring to attend work-shops or in-service training sessions sponsored by or held in co-operation with Michigan Association of Educational Secretaries, National Association of Educational Secretaries, Ferris Institute, etc., without loss of salary. The Employer shall determine the amount of expense, if any, to be paid and number of days absent.
- F. X-Ray - Twelve month employees shall be given reasonable release time during the summer months to obtain the State required Tuberculin Test free.
- G. Credit for Experience - The Employer may give credit; beginning at the second level on the salary schedule, for work experience within or outside the East Detroit School District. However, the E.D.E.S.A. shall be so informed.

## ARTICLE VII

### Hours of Work and Employment Conditions

- A. Assignments - The employer recognizes the principle of a normal work week of thirty-seven and one-half ( $37\frac{1}{2}$ ) working hours and will establish work schedules and work assignments which can reasonably be completed within the established work week. The employer shall not require employees regularly to work in excess of such established work week and when additional help is necessary, an employee shall

receive the services of part-time or temporary help.

- B. Relief Periods - Employees shall be entitled to a ten (10) minute period in the morning and in the afternoon. An employee shall be entitled to a duty-free uninterrupted lunch period of one (1) hour.
- C. Full-Time - Any employee whose position has an annual work period of forty (40) weeks or more on a normal thirty seven and one-half (37½) hour work week is entitled to all benefits under this Agreement. A full time employee shall not be required to assume the responsibilities of an absent employee except in short term emergencies.
- D. Part-Time Permanent employee is one working, within the bargaining unit, less than thirty-seven and one-half (37½) hours per week, but 20 hours or more per week, and shall be entitled to pro-rated sick leave. They shall be entitled to membership in E.D.E.S.A.
- E. Temporary employees shall not be entitled to the benefits of the sick leave policy or other considerations offered full-time employees. They shall be paid at an hourly wage rate for the actual hours worked and have the approval of the Board or its designated representative.
1. Any temporary position that is found to exceed sixty (60) working days shall be considered a permanent position and posted as a new job opening as provided in Article VIII, Section A, of this Agreement.
- F. Seniority - Seniority shall be determined on a school district basis.
- G. New Jobs - Whenever a new job is placed in the unit and cannot be placed in an existing classification the employer will notify the E.D.E.S.A. prior to establishing a classification and structure. In the event the E.D.E.S.A. does not agree that the description and rate are proper, it will be subject to grievance procedures.
- H. Confidential Employees - It is understood that, during the length of this Agreement there shall be no attempt on the part of the Employer to eliminate any existing position from the E.D.E.S.A. bargaining unit by labeling such positions "confidential".



- I. Probation - Every new hire and re-hire shall be considered a probationary employee for the initial ninety (90) working days of her employment.

Such probationary employees shall receive a written evaluation of their performance no later than sixty (60) working days subsequent to the date of hire.

During such probationary period, the employee shall have no rights under this Agreement.

Upon satisfactory completion of the probationary period, described above, the employee shall be deemed to be a regular employee with seniority retroactive to the date of hire and entitled to membership in E.D.E.S.A.

- J. Uniforms and Chauffeur's License - The Warehouse Supply Control man will be furnished four (4) uniforms, one (1) jacket and chauffeur's license annually.
- K. Mileage and Meals - An employee shall be paid thirteen (13) cents per mile when using his car for school business. If an employee is required to be away from his building at lunch or dinner time, the employer shall reimburse the employee for such lunch or dinner. Written requests for reimbursement shall be authorized by the immediate supervisor and sent to the Assistant Superintendent of Business Affairs.
- L. Copies of Agreement - Copies of this Agreement shall be duplicated at the employer's expense and presented to all employees now employed or hereafter employed by the Board.
- M. Re-Hire - An employee who voluntarily terminates employment and is re-hired shall be considered as a new employee. See: Article VI, Section G.
- N. Special Conferences - Special conferences for important matters shall be arranged between the E.D.E.S.A. President and the designated representatives of the Employer upon request of either party. Arrangements, including the number of representatives, for such special conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference may be held between the hours of 9:00 A.M. and 4:00 P.M. The E.D.E.S.A. members shall not lose time or pay for the amount of time spent in such special conferences held during working hours.

## ARTICLE VIII

### Vacancies, Transfers, Layoffs, and Demotions

- A. Posting of Job Openings - Whenever any vacancy or a new position in the District shall occur, the Employer shall publicize the same by notifying each employee at least ten (10) days before the vacancy is filled. In the event of an emergency, the Employer may fill a vacancy on a temporary basis. Every qualified applicant shall be entitled to an interview. In filling such vacancies, the Employer agrees to give due weight to the background, attainment, and skills of all applicants, length of time each has been in the School District, and the requirements of the immediate supervisor.
- B. Transfers - An employee transferring to another position or classification within the bargaining unit, shall carry all earned seniority to the new position after a thirty (30) working day trial. Should the employee not complete this trial period, he may return to his previous position without loss of seniority.
- C. Lay-offs - The word "layoff" means a reduction in the work force due to a decrease of work or lack of operating funds. If a reduction in force becomes necessary, the reduction in force shall be on a seniority basis subject to the ability to perform the duties of the position. Probationary employees shall be released before seniority employees. Secretaries to be laid off shall be provided at least five (5) calendar days notice of the layoff and E.D.E.S.A. President shall receive a list from the employer of the employee, or employees, being laid off, on the same date that notices are issued to the employees. When the work force is increased after a layoff, recalls shall be according to seniority subject to ability to perform the duties of the position. Notice of recalls shall be sent to the employee at her last known address by registered or certified mail. If the employee fails to report for work within ten (10) calendar days from date of mailing of notice of recall, she shall be considered to have terminated her employment.
- D. The E.D.E.S.A. President shall be advised of the change in job status of any member of the bargaining unit.

## ARTICLE IX

### Discharge, Suspension and Reprimand

- A. No discharge shall be without just cause.
- B. In the event a secretary shall be discharged, suspended or reprimanded and she believes she has been unjustly dealt with, such discharge, suspension or reprimand shall constitute a case arising under the method of adjusting grievances set forth herein. However, the E.D.E.S.A. President may request a special conference prior to commencement of grievance procedures.
- C. Suspension - The Superintendent or his representative may temporarily suspend an employee from duty without pay until a meeting of the Board of Education. In the event that the suspension is found to be unjust, the employee shall receive full compensation for all time lost and full restoration of all other rights and conditions of employment.

## ARTICLE X

### Resignation

- A. Notice to Employer - An employee desiring to resign shall file a resignation form with the Board, through its representative, at least ten (10) days prior to the effective resignation date. An employee who gives such notice shall not forfeit her right to earned vacation time.

## ARTICLE XI

### Leaves of Absence

- A. Sick Leave
  - 1. Sick leave shall be earned at the rate of one (1) day for each 150 hours paid.
  - 2. New employees shall be entitled to sick leave benefits, at the end of their probationary period.

3. An employee shall be given credit for sick days at the beginning of each year (July 1). If the employee does not finish her year of employment, the used, unearned sick leave shall be deducted from the final pay check.
4. An employee's sick-leave days, at the end of each year, shall be allowed to accumulate up to a maximum of 150 days for use in future years.
5. An employee shall not acquire seniority on sick leave when such length of sick leave exceeds her length of continuous employment.
6. Sick leave may be used to apply to illness in the immediate family, not to exceed ten (10) days per year. Immediate family shall be defined as mother, father, spouse, son, daughter, or other persons in similar relationship to the family household.
7. Employees shall be given an accounting of accumulated sick leave each September.
8. Unused sick-leave days shall be maintained in each employee's bank and when used, payment shall be equal to the current daily rate of salary.
9. An employee while on sick leave shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, except when it is specifically stated otherwise.
10. The Board reserves the right to require reasonable proof of illness including a doctor's certificate, where a pattern of sick leave use indicates abuse.

B. Sick Bank

1. All members of the E.D.E.S.A. who have completed one (1) year of employment with the School District shall participate in the sick bank.
2. Each participating member shall contribute one (1) day of his sick leave to the bank July 1 of each year. The Board of Education shall contribute an equal number of days each year to the E.D.E.S.A. sick bank. Unused accumulated sick leave of any E.D.E.S.A. member leaving the system shall be donated to the bank.

3. The sick bank will not be used for any purpose except an illness or injury that requires a doctor's service.
4. A member may use the sick bank only once in a year for the same illness or injury.
5. Withdrawal from the sick bank may be made immediately upon depletion of personal sick leave. Application must be in writing on forms available from the payroll office.
6. Maximum withdrawal from the sick bank shall be thirty (30) days for any one illness or injury. Once each year, on July 1, the committee will reevaluate the whole program to see if an increase in benefits can be made.
7. Application for withdrawal from the sick bank shall be submitted to a committee of three (3) persons selected by the E.D.E.S.A. This committee shall review and approve or disapprove all requests for withdrawal. However, if the committee concludes that the sick bank policy is being abused, the Board of Education shall have the final decision as to a request for withdrawal.
8. If an employee has exhausted his/her accumulated sick leave allowance, the Board of Education shall consider the merits of the employee's situation and may, on the bases of the employee's employment and service record, advance sick leave allowance. Otherwise, absence in excess of the employee's accumulated sick leave allowance or for reasons other than those hereinbefore specified, shall result in loss of pay.

C. Medical Leave

1. An employee may be granted up to one (1) year leave of absence, without pay, due to personal or immediate family illness. Such leave of absence shall not accumulate seniority.
2. Written application for such leave shall be made by the employee to the Board through its representatives.
3. Leave of absence as described shall be without pay from the employer.

4. An employee returning from leave of absence due to personal illness, with a physician's statement, shall be placed in the same job or in a classification as close as possible to the one held when leave began. The Board reserves the right to have an employee examined by its own physician before her return to work. This shall be at the expense of the Board of Education.
5. If the leave granted is not sufficient for recovery, the employee may request a further leave of absence.
6. Maximum leave shall not exceed two (2) years.
7. An employee's leave of absence cannot be rescinded unless such employee has not adhered to the terms or conditions under which the leave was granted; e.g., an employee on leave of absence who accepts employment elsewhere.

D. Personal Business

A member of the bargaining unit may use five (5) days of his/her sick leave allowance annually for any reason, except outside employment, upon two (2) days advance written notice (except in an emergency), except the days immediately preceding a legal school holiday. Legal school holidays shall be as defined in the Annual School Calendar. The appropriate form shall be approved, in writing, by the immediate supervisor and sent to the Superintendent or someone designated by him.

E. Bereavement

A member of the bargaining unit shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave, for a death in the family. Family shall be defined as: mother, father, sister, brother, spouse, daughter, son, grandparent, grandchild, all in-laws in the family, or any person in loco parentis. The Board shall consider the place of death and may extend one or two additional funeral leave days upon written request.

F. Maternity Leave

1. Upon written request, the Board shall grant a leave of absence, without pay, for maternity leave to any employee who has been employed more than one year. Certification of pregnancy shall be furnished to the Board by the employee.

2. Maternity leave may be for a period of up to two (2) years. The application for leave shall be filed not more than two (2) months after pregnancy has been determined. The employee should begin her leave not later than the end of the fifth month of pregnancy.
- G. Jury Duty - Employees involuntarily called for Jury Duty, or subpoenaed, shall be paid by the Board, a sum to make up the difference between what he is paid by the court and his regular wage for the time he is required, by law, to serve, and suffer no loss of leave allowance.
  - H. Military - An employee absent from duty because of service in the Military Forces, shall be considered on leave without pay but shall be entitled to all salary schedule increments, except sick leave allowance, as if they were not absent from duty, providing they return to duty within sixty (60) days after release from such Military Service. An employee shall be reinstated to the same or a substantially equivalent position at the termination of Military leave and if no job is available, the employee with the lowest seniority shall be laid off.
  - I. Educational Study - Leaves of absence without pay may be granted upon application for the purpose of further educational study. Such leave, if granted, shall apply only to job-related educational study. Any regular salary increments occurring during such period shall be granted such employee upon her return.

## ARTICLE XII

### Retirement

- A. Commencing July 1, 1966, sixty-five (65) shall be established as the mandatory age for retirement.
- B. Commencing July 1, 1966, an employee with at least ten (10) years service within the system shall be notified by the Employer that he/she shall be retired at the conclusion of the current school year in which he/she attains age sixty-five.
- C. Commencing July 1, 1966, an employee who thereafter attains age sixty-five (65) with more than seven (7) years but less than ten (10) years of service with the Employer may be granted an extension of time required to make him/her eligible for Michigan Retirement Benefits.

- D. An employee hereafter attaining age sixty-five (65), without regard to the number of years of employment, may be granted an extension of time by the Employer beyond the age of sixty-five (65) upon written request.
- E. Sick Leave Allowance - Upon proof of retirement through the Michigan Retirement Act, an employee shall be paid a sick leave allowance accumulated to June 30, 1961, in accordance with the following formula:
- 1960-61 school year rate of salary times 85% times the number of accumulated sick leave days.
1. After having met the above requirements, should the person be employed at the time of his death, his estate or beneficiary according to the terms, conditions and directions the employee may have designated with regard to his/her retirement benefits, shall be eligible for such sick leave pay.

### ARTICLE XIII

#### Insurance

A. Hospitalization - Major Medical

The Board shall pay the premium for hospitalization coverage for the employee and his family and provide a carrier with insurance with benefits superior to Blue Cross-Blue Shield, M-75, Semi-Private Plans B, C, and D. A committee will study and report on the comparability of benefits with MWF-1 by August 31, 1970. The Board shall not be required to provide hospitalization for an employee during extended periods except when the extended leave is due to the illness of the employee or sabbatical leave.

The selection of the carrier shall be by mutual agreement of the employer and representatives of all employee bargaining units.

B. Insurance and Hospitalization

The employer shall provide \$5,000 of Term Insurance-Double Indemnity for each member of the E.D.E.S.A.

The employer shall provide \$1,000 paid up Life Insurance upon retirement.



The employer shall provide retired employees under 65 years of age with Hospitalization-Medical Insurance.

The employer shall provide retired employee 65 years of age and over with the supplement to Hospitalization-Medical Insurance to Medicare.

C. Workmen's Compensation - On the Job Injury

Each employee will be covered by the applicable Workmen's Compensation Laws.

1. The Employer further agrees to make up the difference between the Employee's regular earnings, and that which has been paid by the Workmen's Compensation Laws.
2. The Employee is not covered if an eight (8) day period lapses between the time of injury and report to the State Office.
  - a. The injury/or accident shall be reported immediately to the employee's supervisor on a form provided by the Board.

ARTICLE XIV

Vacations

- A. A secretary shall be eligible to receive accrued vacation benefits after six (6) months employment. These days will start accruing from date of employment, but cannot be used until after six (6) months have been completed. A secretary shall earn credits toward vacation with pay in accordance with the following schedule;

Five sixth (5/6th) of a day per month employed. Annual credits earned in excess of 1/2 day shall be considered a full day and credit of less than 1/2 day shall be ignored.

	<u>52 week emp.</u>	<u>43 week emp.</u>
First year through fifth year	10 days	8 days
After six years	11 days	9 days
After seven years	12 days	10 days
After eight years	13 days	10 days
After nine years	14 days	11 days
After ten years	15 days	12 days
After eleven years	16 days	13 days
After twelve years	17 days	14 days

After thirteen years	18 days	14 days
After fourteen years	19 days	15 days
After fifteen years	20 days	16 days

Credits shall be reduced one day per month for a month in which a secretary receives pay for less than the majority of the scheduled working days in that month.

- B. It is desirable that vacations be taken during the summer vacation, or when school is not in session. However, no vacation will be granted the week following class dismissal in June or the week preceding the opening of school in September.
- C. Unused vacation not to exceed three (3) days may be carried over to the next year but they must be taken within the immediate next earned vacation period of one (1) year. Unused earned vacation days in excess of three (3) days shall be paid to the employee at the end of the vacation period in which they were earned.
- D. Pay in Lieu of: If an employee becomes totally disabled, under the care of a duly licensed physician, and becomes hospitalized during her vacation, the vacation shall be re-scheduled. In the event such disability continues through the year, she shall be awarded payment in lieu of vacation. In the event of death of the employee, earned vacation pay shall be payable to her estate.
- E. Seniority shall govern regarding vacation time preferences providing that required operations of the school district shall not be detrimentally affected.
  - 1. Requests shall be made in duplicate, approved by the immediate supervisor and sent to the Assistant Superintendent of Business Affairs.
  - 2. Vacation pay may be paid to each employee in advance of the employee's vacation if she makes three (3) weeks advance request in writing to the Payroll Department.
- F. Retirement or Resignation - Upon resignation or retirement, an employee shall receive any unused vacation allowance at the rate of pay received by her at the time the allowance is earned, subject to provisions of Article X.

## ARTICLE XV

### Negotiation Procedures and Ratification

- A. During negotiations, neither party shall have any control over the selection of a negotiating or bargaining representative of the other party, and each party may select its representatives from within or outside the School District. The parties may mutually agree to limit the number of bargaining representatives. 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 E.D.E.S.A. in good standing 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. If the parties fail to reach and agree or fail to reach an agreement in any negotiations, either party may invoke the mediation machinery of the Michigan Employee Relations Commission or take any other lawful measures it may deem appropriate except as limited by terms of this Agreement.
- B. Either party shall give written notice to the other party at least sixty (60) days prior to the expiration of this Agreement that they desire to open negotiations. The parties shall agree on a date to begin negotiations on a new Agreement (Article XIX).
- C. Negotiations shall be completed by the termination date of the existing Agreement unless a written extension is agreed upon by both parties.

## ARTICLE XVI

### Grievances

- A. The primary purpose of this procedure shall be to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any E.D.E.S.A. member to discuss an alleged grievance with any appropriate member of the administration.

- B. A "grievance" is defined to be any difference that may arise between the parties hereto as to:
1. Any matter relative to pay, hours of employment and other conditions of employment;
  2. Any matter involving the interpretation or violation of any of the provisions of this Agreement;
  3. Any unilateral change or addition in policy or practice by the Board which may affect wages, hours or other conditions of employment;
- C. If a question arises as to whether or not a particular complaint is a "grievance" defined in this Article, the question may be considered through the grievance procedures as herein provided.
- D. The Board of Education retains and reserves all powers, rights, authority, duties and responsibilities vested in it by the laws and Constitution of the State of Michigan and the Federal Government, limited only by specific and express terms of this Agreement. The Board retains all rights not in conflict with this Agreement.

## ARTICLE XVII

### Grievance Procedure

The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. Time limits may be extended only by mutual consent.

#### A. Procedure

1. Step One: If an employee or the Association has a complaint it shall be discussed with the immediate supervisor individually, together with the E.D.E.S.A. representative, or through the E.D.E.S.A. representative. If the employee or the E.D.E.S.A. is not satisfied with the results of such discussion, the complaint shall be reduced to writing at which point it shall become a grievance. A written disposition of the grievance shall

be rendered within three (3) days.

2. Step Two: In the event the grievant is not satisfied with the disposition of his grievance at Step One he may, within fifteen (15) days of the alleged occurrence of the grievance, submit it to the appropriate Assistant Superintendent or his representative. Each grievance shall state the question (s) at Issue, a statement of the facts, the specific Article (s) of the Agreement that allegedly is or are being violated and the relief requested. The Assistant Superintendent or his representative shall render his disposition, in writing within three (3) days from the receipt of the written grievance. A copy of such disposition shall be delivered to the E.D.E.S.A. President.
3. Step Three: If the answer of the Assistant Superintendent does not resolve the alleged grievance, the E.D.E.S.A. President, within five (5) days after receipt by the grievant and the E.D.E.S.A. President of the written answer of the Assistant Superintendent of Schools, may request in writing a meeting with the Superintendent of Schools. The Superintendent of Schools shall meet and confer on the grievance with the grievant and the E.D.E.S.A. President within six (6) days after receiving the written grievance. The Superintendent shall render his disposition, in writing, within five (5) days after the conference.
4. Step Four: If no agreement is reached between the grievant and the Superintendent of Schools, the grievant, within seven (7) days after the answer of the Superintendent of Schools has been mailed to the grievant and the E.D.E.S.A. President, may request in writing a meeting with the Board of Education. The Board of Education shall hear the grievance within twenty-one calendar days after receipt of the written grievance. The Board shall answer in writing, in duplicate, to the grievant and the President of the E.D.E.S.A. within seven (7) calendar days following the meeting.
5. Step Five:
  - (a) The employee individually or with the Association may, within ten (10) days after receipt of the

written reply of the Board, request arbitration by written notice to the Board. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Board and the employee individually or with the E.D.E.S.A. within thirty (30) calendar days after written notice has been given to the Board. If the parties fail to agree as to the arbitrator, an arbitrator shall be selected by the American Arbitration Association.

- (b) The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of the testimony and argument. Fees and expenses for the arbitrator only shall be borne equally by the Board and the E.D.E.S.A. or the Board and the employee. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made; providing it pays for the record and makes copies available, at cost, to the other party. The E.D.E.S.A. President will be furnished a copy of all completed grievances.
- (c) In the event the provisions relative to arbitration shall at any time be held to be contrary to law by a competent court of jurisdiction from whose final judgment or decree, no appeal has been taken within the time provided for doing so, then within ten (10) calendar days after receipt of the written reply of the Board of Education, the E.D.E.S.A. may petition the Michigan Employment Relations Commission to forthwith mediate the grievance pursuant to the power and authority conferred upon said Commission by the provisions of Michigan Public Act 336, 1947, as amended.

#### B. An Individual Employee

Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement, provided that the E.D.E.S.A. has been given opportunity to be present at such adjustment.

- C. The parties may mutually agree that a particular grievance has applicability beyond the immediate situation, and upon such agreement it may be presented at the appropriate step in the grievance procedure.
- D. Failure of the employer at any step of the grievance procedure to render his disposition on a grievance within the specified time limit (s) shall result in the granting of the relief sought by the grievant. Failure of the grievant to process his claim within the time limit (s) specified shall be deemed to be satisfaction on the part of the grievant with the disposition of the grievance by the Employer at any previous step.
- E. The following matters shall not be the basis of any grievance:
1. Termination of services or failure to re-employ by the Board of Education of any probationary employee.
  2. Any complaint for which there is another remedial procedure, or a form established by law or by regulation having the force of law.
  3. Promotions and hiring, providing the procedures established by the provisions of this contract for promoting and hiring are followed.
- F. The grievant and the Board or its designated representative (s) shall have the following rights:
1. To be present at the hearing;
  2. To hear testimony given;
  3. To give testimony in his own behalf;
  4. To call others to give testimony in his behalf;
  5. To question, either personally or through counsel or his representative, any person giving testimony.
  6. The grievant alone shall have the right to determine whether the hearing shall be closed or public.

- G. No decision or adjustment of a grievance shall be contrary to the provisions of this Agreement.
- H. The Vice-president of the E.D.E.S.A. may act in the event of the disability, absence, incapacity or death of the President. A designated representative of the Board may act in the event of the disability, absence, or incapacity of the Superintendent.
- I. Neither party shall submit evidence at the Arbitration or Mediation steps of this procedure which was not previously disclosed to the other party at any or all of the preceding steps of the grievance procedure.

### ARTICLE XVIII

#### Miscellaneous Provisions

- A. The E.D.E.S.A. shall be duly advised by the Board of fiscal budgetary, tax, or legislative problems and programs affecting the district which are proposed or under consideration, and the E.D.E.S.A. shall, whenever feasible, have the opportunity in advance to consult with the Board in any decision in such matters. The Association recognizes its responsibility to give every possible assistance to the Board in regard to fiscal, tax, legislative and other such problems which affect the support of the school system.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. No job descriptions shall be changed or salary adjustments made on present classifications and no job shall be reclassified individually other than with full knowledge of E.D.E.S.A. If the Association is not satisfied with the any changes that may be made, the Association reserves the right to use the grievance procedure.



ARTICLE XIX

Duration of Agreement

This Agreement shall become effective on the first day of July, 1969 and shall continue in effect for two (2) years until 11:59 p.m., the 30th day of June, 1971. This Agreement shall remain in effect after the expiration date so long as negotiations are in progress for a new Agreement. At least sixty (60) days prior to the expiration of this Agreement, the parties shall begin negotiations on a new Agreement.

EAST DETROIT PUBLIC SCHOOLS  
BOARD OF EDUCATION

By \_\_\_\_\_  
President

BY \_\_\_\_\_  
Secretary

EAST DETROIT EDUCATIONAL SECRETARIES  
ASSOCIATION

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Secretary

SCHEDULE A  
 CLERICAL AND OFFICE PERSONNEL SALARY CHART CLASSIFICATION  
 Weekly

Commencing  
July 1, 1969

	<u>Min.</u>	<u>After 6 Mo.</u>	<u>After 1 Yr.</u>	<u>After 2 Yrs.</u>	<u>After 3 Yrs.</u>	<u>After 4 Yrs.</u>	<u>After 5 Yrs.</u>
I. Bookkeeper-Senior	\$125.00	131.00	141.00	149.00	156.00	166.00	173.00
II. Secretary to Superintendent Payroll-Senior	111.00	117.00	127.00	134.00	142.00	151.00	158.00
III. Warehouse Supply Control & Delivery	106.00	112.00	122.00	129.00	137.00	146.00	153.00
IV. Secretary to Assistant Superintendents Secretary to Administrative Assistants Secretary to High School Principal Bills Payable Machine Operator Payroll Clerk	101.00	107.00	116.00	124.00	131.00	140.00	147.00
V. Secretary to Special Education Secretary to Assistant Principals of High School Secretary to Junior High Principals Secretary to Elementary Principals Secretary to Dept. of Libraries Secretary to Director of Audio-Visual Secretary to Dept. of Attendance & Statistics High School Internal Acc't Secretary to High School Counselors * Secretary to Director of Adult Education Secretary to Maintenance & Grounds Switchboard Operator	95.00	101.00	110.00	118.00	125.00	134.00	141.00

VI.	Library Clerk	\$92.00	98.00	107.00	114.00	122.00	131.00	137.00
	Bookstore Clerk							
	Attendance Service Clerk							
	Audio-Visual Clerk							
	Statistics and Attendance Clerk							
	Nurses Clerk							
**	General Office Auxiliary Clerk							

\* Secretary to Adult Education shall be paid an additional four (4) dollars per week for forty (40) weeks.

\*\* Permanent-Part Time employees shall be pro-rated at classification VI.

SCHEDULE A  
CLERICAL AND OFFICE PERSONNEL SALARY CHART CLASSIFICATIONS

Commencing  
July 1, 1970

	<u>Min.</u>	<u>After 6 Mo.</u>	<u>After 1 Yr.</u>	<u>After 2 Yrs.</u>	<u>After 3 Yrs.</u>	<u>After 4 Yrs.</u>	<u>After 5 Yrs.</u>
I. Bookkeeper-Senior	\$125.00	131.00	145.00	155.00	164.00	178.00	189.00
II. Secretary to Superintendent Payroll-Senior	116.00	123.00	136.00	145.00	154.00	167.00	178.00
III. Warehouse Supply Control & Delivery	106.00	112.00	126.00	134.00	144.00	156.00	167.00
IV. Secretary to Assistant Superintendents Secretary to Administrative Assistants Secretary to High School Principal Bills Payable Machine Operator Payroll Clerk	101.00	107.00	119.00	129.00	138.00	150.00	160.00
V. Secretary to Special Education Secretary to Assistant Principals-High School Secretary to Junior High Principals Secretary to Elementary Principals Secretary to Department of Libraries Secretary to Director of Audio Visual Secretary to Dept. of Attendance & Statistics Secretary to High School Counselors * Secretary to Director of Adult Education Secretary to Maintenance & Grounds Supervisor Internal Accounts-High School Switchboard Operator	95.00	101.00	113.00	123.00	131.00	143.00	153.00

VI.	Attendance Service Clerk	92.00	98.00	110.00	119.00	128.00	140.00	149.00
	Audio Visual Clerk							
	Bookstore Clerk							
	Nurses' Clerk							
	Statistics and Attendance Clerk							
	Library Clerk							
**	General Office Auxiliary Clerk							

\* Secretary to Adult Education shall be paid an additional four (4) dollars per week for forty (40) weeks.

\*\* Permanent-Part Time employees shall be pro-rated at Classification VI.

SUPPLEMENT TO SCHEDULE A

Longevity

After six (6) years of service, all employees in the bargaining unit shall receive two hundred (200.00) dollars longevity pay. After eight (8) years of service all employees in the bargaining unit shall receive four hundred (\$400) dollars longevity pay. After ten (10) years of service, all employees in the bargaining unit shall receive six hundred (\$600) dollars longevity pay. An employee shall receive his/her longevity allowance on the first payroll period after his anniversary date of hire.