

6/30/88

MASTER AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC
AND THE
PONTIAC EDUCATIONAL SECRETARIES ASSOCIATION
1985-88

Pontiac School District

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**MASTER AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC
AND
THE PONTIAC EDUCATIONAL SECRETARIES ASSOCIATION**

This Agreement is made and entered into this 6th day of February, 1986 by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter called the "BOARD" and the Pontiac Educational Secretaries Association, hereinafter called the "ASSOCIATION".

ARTICLE I PREAMBLE

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its secretarial and clerical personnel as recognized in this Agreement with respect to wages, hours of employment and terms and conditions of employment; and

WHEREAS, the Board formally recognized the Association as the representative bargaining agent for full time secretarial and clerical personnel on November 10, 1965; and

WHEREAS, the Board and the Association mutually agree to bargain in good faith with respect to wages, hours of employment and terms and conditions of employment;

NOW, THEREFORE, in consideration of the following mutual covenants, the Association and the Board hereby agree as follows:

ARTICLE II PURPOSE AND INTENT

The purpose of this Agreement is to promote orderly and harmonious relations for the mutual and equitable interest of the Board, the secretarial and clerical employees and the Association. The Board and the Association shall encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees. During the term of this Agreement, both parties agree to meet at the request of either party for the purpose of discussing any provision of the Agreement.

ARTICLE III RECOGNITION STATEMENT

- (1) The Board hereby recognizes the Association as the exclusive bargaining representative for all full time personnel engaged in secretarial and clerical work as defined later in this Agreement, but excludes the

secretary to the Superintendent, secretary to the Deputy Superintendent, secretaries to the Assistant Superintendents, secretary to the Director of Employee Relations, substitute secretarial and clerical employees, co-ops, clerical aides, teacher aides and part time secretarial and clerical employees. Part time employees shall be defined as those employees working less than the work day as defined in Article IX, (1).

- (2) A former employee returning to the bargaining unit as a result of a job posting shall be granted all benefits and rights granted within this Agreement except that time outside the bargaining unit shall not be counted in the provision of seniority for transfer, promotion and layoff purposes.
- (3) Any additional full time secretarial classification or new permanent position which is established during the term of this Agreement shall be subject to negotiations between the Board and the Association in respect to wages, hours of employment and conditions of employment.
- (4) Adjustments made in the present classification of positions currently in existence and negotiated as part of the Agreement shall be subject to review and mutual agreement with the Association before implementation.
- (5) For the duration of this Agreement, the Board agrees not to negotiate with any organization other than the Association representing the secretarial and clerical employees. The rights granted herein to the Association shall not be granted to or intended for use by any other organization.

ARTICLE IV DEFINITIONS

- (1) When the term "Employee" is used, it shall mean all personnel represented by the Association in the bargaining unit.
- (2) When the term "Board" is used, it shall mean the School District of the City of Pontiac and shall include its designee upon whom the board has conferred authority to act in its place.
- (3) When the term "District" is used, it shall mean the School District of the City of Pontiac.
- (4) When the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include the designee upon whom the Superintendent has conferred authority to act for the Superintendent.

- (5) When the term "Appropriate Personnel Director" is used, it shall mean the Personnel Official who is responsible for secretarial personnel.
- (6) When the term "Association" is used, it shall mean the Pontiac Educational Secretaries Association and shall include its designee upon whom the Association has conferred authority to act in its place.
- (7) When the term "Association Representative" is used, it shall mean the official designated member of the Association to represent an individual or group of employees. The Association shall provide the Board with written notice of the official representatives.
- (8) When the term "Immediate Supervisor" is used, it shall mean the administrator assigned to the building, department or program of the employee's designated work area.
- (9) When the term "Conditions of Employment" is used, it shall mean the same as "terms and conditions of employment".

ARTICLE V BOARD RIGHTS

The Board reserves and retains, solely and exclusively, all rights to manage and direct its work forces, such as, the determination of policies, operations, assignment, schedules, discipline and layoffs for the orderly and efficient operation of the District except as limited or in conflict with the provisions of this Agreement.

ARTICLE VI ASSOCIATION SECURITY

- (1) Employees covered by this Agreement at the time it becomes effective who are members of the Association at that time shall be required as a condition of continued employment to continue membership in the Association for the duration of this Agreement. Membership dues shall be paid directly to the Association by October 1 for each current year. The current year shall be defined as ending June 30.
- (2) An employee hired after the effective date of this Agreement for a full time position shall be required as a condition of continued employment to become a member of the Association or pay a service fee equal to the amount of the Association membership dues for the duration of this Agreement. The employee shall pay dues or service fee to the Association by the tenth day after the completion of their probationary employment. Dues

or service fee will be a proration of the annual dues or service fee based on the number of months remaining in the current year. The current year shall be defined as ending June 30.

- (3) An employee returning from a Leave of Absence, or a former employee rehired on a full time basis shall be required as a condition of employment to become a member of the Association or pay a service fee equal to the amount of the Association membership dues for the duration of this Agreement. The employee shall pay dues or service fee to the Association by the thirtieth day following the beginning of employment. Dues or service fee will be a proration of the annual dues or service fee based on the number of months remaining in the current year. The current year shall be defined as ending June 30.
- (4) Employees shall meet the conditions of this Article as long as they are no more than thirty (30) days arrears in payment of dues or service fee. The Board shall be notified in writing by the Association on November 1 of each current year of any employee covered in Item 1 of this Article if they are thirty (30) days in arrears of payment. The Board shall be notified in writing by the Association of employees covered in Items 2 or 3 of this Article if they are thirty (30) days in arrears of payment.
- (5) In the event an employee covered by Items 1, 2 and 3 of this Article does not join the Association or tender service fee to the Association by the requisite date as specified in Items 1, 2, 3 and 4 of this Article, the Board shall within five (5) work days notify the employee that employment shall be terminated at the end of the tenth work day following the issuance of such notification, provided the Association has complied with the following:
 - 5.1 Fulfilled the requirements of Item 4 of this Article.
 - 5.2 Fulfilled its fiduciary obligations by sending written notice to the employee (copy to the Executive Director Employee Relations) that there is an obligation to tender dues or service fee, the date of such obligation as required by this Article, the amount of such tender and to whom such tender is to be made.
 - 5.3 Fulfilled its responsibilities by sending written notice to the employee (copy to the Executive Director Employee Relations) that obligations have not been fulfilled by the requisite date and that a request for termination of employment was being

made to the Executive Director Employee Relations.

5.4 Stated in the request for termination of employment that such request is in conformance with the provisions of this Article, that the employee has not complied with obligations, that it is an official request of the Association, and that the "save-harmless" clause as set forth later in this Article shall be put into effect.

(6) In the event the employee receiving the termination notice shall be engaged in pursuing any legal remedies contesting the termination in a court of competent jurisdiction, the employee's services shall not be terminated until such time as the employee has obtained a final decision as to the validity of said termination or said employee has ceased to pursue legal remedies available by not making timely appeal of any decision rendered in said matter by a court of competent jurisdiction.

(7) In implementing this Article, the Board and Association assume the following responsibilities:

7.1 The Board shall give notice of and explain this Article to new employees at the time of employment.

7.2 The Association shall provide the Board with notices for each new employee stating the amount of dues or service fee, the time limit meeting such obligation and to whom such tender is to be made.

7.3 The appropriate Personnel Director, as the representative of the Board, shall meet with a designated Association representative to notify the Association of: New employees recently hired, including date of employment and assigned location, recently terminated employees and employees completing probationary period.

(8) The Association shall assume the legal defenses of any suit or action against the Board regarding this Article of the Agreement. The Association further shall indemnify and save-harmless the Board for any cost including damages which may be incurred by the Board as a result of said suit or action, subject, however, to the following conditions:

8.1 The damages have not resulted from negligence, misfeasance or malfeasance of the Board or its agents.

8.2 The Association, after consideration with the Board, has the right to decide whether or not to

appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the board by any court or tribunal.

8.3 The Association has the right to choose the legal counsel to defend any such suit or action.

8.4 The Association has the right to compromise or settle any claims made against the Board under this Article.

- (9) The interpretation, application, administration and enforcement of this Article shall be in accordance with the requirements of the Public Employment Relations Act, as amended, and construed by the National Labor Relations Board and Federal Courts, and to the extent that it does not conflict with any Federal or State Laws.
- (10) Upon written authorization from the employee, the Board shall deduct from the salary of an employee and make appropriate remittance to the Association of Association dues or service fee as with other plans or programs approved by the Board.
- (11) The Association shall promptly furnish information needed by the Board to fulfill the provisions of this Article and not otherwise available to the Board.

ARTICLE VII ASSOCIATION AND EMPLOYEE RIGHTS

Section A ASSOCIATION RIGHTS

- (1) The Board hereby agrees that every employee shall join or support the Association, within the confines of Article VI, for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Board shall not directly or indirectly discourage, deprive or coerce an employee or the Association in the enjoyment of all rights conferred by the laws and Constitution of the State of Michigan and the Constitution of the United States; and it will not discriminate against an employee because of such employee's membership in the Association and participation in collective negotiations with the Board, or the institution of a grievance, complaint or proceeding under this Agreement or under Act 379 of the Michigan Public Employee's Act of 1965, as amended.
- (2) The Association shall be permitted the use of school facilities for regular and special business

meetings of the Association and for committee meetings on Association business provided such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and does not incur additional cost to the Board.

- (3) Staff bulletin board provided in each building and the inter-school mailing system shall be available to the Association in posting and distributing notices pertinent to Association business. A copy of any notice shall be forwarded to the Board upon request.
- (4) The Board shall furnish the Association, in response to reasonable requests, information available concerning the financial resources of the District, tentative budgetary requirements and allocations, 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 a grievance or complaint.
- (5) The Association shall be granted release time not to exceed twenty (20) days to enable officers and/or designated representatives to attend local or state association meetings to efficiently conduct Association business or for the handling of Association related business. The Association understands substitute employees cannot be provided for release time.
- (6) The Board recognizes the right of its employees through the Association to appropriately invoke the assistance of the State Labor Mediation Board, or a Mediator from such public agency, or an Arbitrator appointed pursuant to the provisions of the Agreement.

Section B Employee Rights

- (1) Employees shall not be prevented from wearing insignia, pins or other identification of Association membership.
- (2) The provisions of this Agreement, including wages, hours of employment and conditions of employment shall be applied without regard to race, color, religion, national origin, sex, age, handicap and marital status.
- (3) Employees shall have the right, upon request, to

review the contents of their personnel files. Reviews shall be scheduled by appointment with the appropriate Personnel Director who shall be present during the review. A representative of the Association may, at the employee's request, be present for this review. Access to personnel files shall only be authorized by the appropriate Personnel Director who shall be present during the review. Records of disciplinary actions shall be removed from the employee's record after a period of two (2) years of successful work performance. The file shall contain the following items of information, if applicable:

- 3.1 Application for employment or transfer
 - 3.2 Record of skill tests taken
 - 3.3 Payroll Authorization forms
 - 3.4 Probationary and continuing performance evaluations
 - 3.5 Position audit report
 - 3.6 Pre-employment interview report
 - 3.7 Other information of which the employee has been made aware
- (4) The Board shall provide employees with the appropriate equipment and physical environment conducive to adequately perform the duties and responsibilities of the position in an efficient manner.
- (5) No investigation or formal action shall be taken upon a complaint against an employee nor shall any notice thereof be included in the record of the employee unless such complaint is promptly reported in writing to the employee. Employees who are complained against shall be entitled to a meeting with their supervisor and the complainant at the request of the employee. An employee may request association representation at this meeting.
- (6) Employees will not be required to administer to students more than emergency first aid. Employees shall not administer medication to students, other than oral medication.

Section C Payroll Deductions

- (1) Upon appropriate written authorization from the employee, the board shall use payroll deductions for the following:
 - 1.1 Supplementary riders and option programs made available with the District's health and hospitalization plans.
 - 1.2 Pontiac Area School Employees Credit Union
 - 1.3 United States Savings Bonds
 - 1.4 Pontiac Area United Way
 - 1.5 Tax sheltered annuities
 - 1.6 Association dues or service fee
 - 1.7 Other jointly approved programs

Section D Agreement Distribution

- (1) Copies of this Agreement shall be printed at the expense of the board and presented to employees covered by this Agreement. New employees shall receive a copy of this Agreement upon employment.

Section E Personnel Relations Committee

- (1) The Personnel Relations Committee, consisting of the Association President and the Negotiation Committee, shall meet periodically with the appropriate Personnel Director to discuss and study proposed reorganization of secretarial positions, board policies, operations, schedules, supplies, equipment and other matters of mutual interest concerning the District.
- (2) The purpose of these meetings will be to provide a means whereby: Items of concern to the Association may be brought to the attention of the Board representative for consideration; items of concern to the Board representative may be brought to the attention to the Association for consideration; information may be exchanged; a high level of mutual understanding may be maintained and matters pertinent to the general welfare of the Association and the Board may be discussed. It shall also serve as the Association's representative in negotiation of additional full time secretarial classification or new permanent positions which are established during the term of the Agreement and adjustments in present classification of positions

currently in existence and negotiated as part of this Agreement (as defined in Article III, Items 2 and 3).

Section F Negotiation Committee

- (1) A committee of not more than six (6) representatives of the Association, including the Association President, and representatives of the Board shall meet to negotiate a new Agreement no later than three (3) months prior to the expiration date of this Agreement.
- (2) The Association shall be granted release time not to exceed twenty (20) days, a total of one hundred sixty (160) work hours, to enable the Association's Negotiating Committee to participate in scheduled negotiation sessions with the Board during regular work hours.
- (3) The Board shall make every effort, within its financial limitations and considerations of educational needs of the District, to reach a wage and economic benefits schedule that will place employees in the upper ten (10) percent of the school district's minimum and maximum schedules in Oakland County.

ARTICLE VIII PROBATION-SENIORITY-EVALUATION

Section A Probation

- (1) The first four (4) months for a new employee shall be a probationary period. A probationary employee shall have no security status in the classification and may be discharged any time during the probationary period, if, in the opinion of the Board, performance is not satisfactory.
- (2) A less than fifty-two (52) week employee hired within the last four (4) months before the end of the employee's work year shall fulfill the remainder of the probationary period after the start of the employee's new work year.

Section B Seniority

- (1) An employee continued in employment for more than four (4) months shall have seniority rights. Seniority shall be computed from the date of employment as a secretarial employee.
- (2) When two or more employees begin employment on the

same day, seniority shall be determined by recognition of previous secretarial experience outside the District.

- (3) An employee with continuous service shall have seniority rights over an employee with interrupted service if both have the same employment date.
- (4) The Board shall maintain an employment date list of employees starting with the longest time of service. This list shall be made available to the Association upon request but at least once a year.
- (5) An employee's seniority shall terminate if the employee:
 - 5.1 Quits, retires or is discharged, unless the discharge is reversed through the grievance procedure.
 - 5.2 Is absent from work for five (5) consecutive days without prior notice to the Supervisor, unless it was not possible for such notice to be given and the absence is for a reason that would qualify for approved leave as provided in this Agreement.
 - 5.3 Following a layoff for a lack of work or funds, the employee fails or refuses to notify the Board of his/her intention to return to work within three (3) calendar days after receipt of written notice to return, or having notified the Board of his/her intent to return, fails to do so within five (5) calendar days after receipt of such notice, or upon the day established for the employee's return, whichever is later. If the Board is unable to deliver notice of recall because the employee has failed to maintain a current address with the Board, the employee will be presumed to have voluntarily terminated employment with the Board.
 - 5.4 Is laid off for a lack of work or funds for a continuous period of two (2) years.

Section C Evaluation

(1) Probation Employee

- 1.1 At least one (1) informal evaluation conference shall be held by the immediate Supervisor with the employee before the completion of the four (4) month probationary period. At the end of the fourth month, a

written evaluation signed by the immediate Supervisor and the employee shall be filed in the employee's personnel file in the Personnel Office.

1.2 The employee's immediate Supervisor may request an evaluation at any time it is deemed appropriate.

(2) Non-Probationary Employee

2.1 An employee who has completed the four (4) month probationary period shall receive a written evaluation bi-annually after the initial annual evaluation providing the employee remains in the same position and with the same supervisor. An initial annual evaluation shall be required when there is a change of position or supervisor. One (1) copy of the evaluation shall be given to the employee and one (1) copy shall be placed in the employee's personnel file in the Personnel Office.

2.2 The employee's immediate Supervisor may request an evaluation at any time it is deemed appropriate but not more frequently than once every sixty (60) days.

ARTICLE IX WORK DAY

Section A Hours of Employment

(1) The normal work day shall consist of eight (8) hours, Monday through Friday, excluding a lunch period, during the school year beginning on Labor Day and ending on the last day of the regular school year. The normal work day shall consist of seven (7) hours, Monday through Friday, exclusive of a lunch period beginning with the first week after the regular school year ends and continuing through the week preceding Labor Day and on scheduled work days during the Christmas, Mid-Winter, and Easter recesses when school is not in session.

(2) The work day as defined in Item 1 of this Section may be scheduled to meet the special needs and circumstances peculiar to buildings and/or departments. Employees shall report for duty within the organizational pattern of the building and/or department to which they are assigned.

Section B Rest Periods

Employees shall be entitled to one (1) fifteen (15) minute rest period in the morning and one (1) fifteen (15) minute rest period in the afternoon. Rest periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit as determined by the immediate supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as cumulative if not taken.

Section C Lunch Period

- (1) Employees shall be entitled to a duty free uninterrupted lunch period of not less than thirty (30) minutes but not to exceed one (1) hour.
- (2) The lunch period shall be established by the immediate Supervisor in accordance with the organizational pattern best suited to the particular building and/or department. The employee may not work during a scheduled lunch period on a regular basis with an equal amount of time off later.

Section D Temporary Work Situation

- (1) Employees shall not be assigned work which may be properly distributed to other personnel except temporarily and for good reason.
- (2) Effort shall be made by the Board to provide necessary extra assistance when additional help is requested by the employee's immediate Supervisor.
- (3) An employee shall not be required to assume the additional responsibilities of an absent employee's position except during short term emergencies or vacation periods.
- (4) The wages of the one (1) employee who is required to temporarily handle the work responsibilities of an absent employee or a vacated position as well as the employee's own responsibilities shall be increased twenty percent (20%) starting on the tenth work day. If the temporary assignment continues more than twenty (20) work days, it shall be retroactive to the first day. This provision shall also apply if the absent employee's work responsibilities are divided between two (2) employees, they will split the twenty percent, each

receiving ten percent.

- (5) Positions, as defined in Article III, Item 1, shall not be filled by Clerical Aides or part-time employees except on a temporary basis not to exceed twenty (20) work days.

ARTICLE X ASSIGNMENT-TRANSFER-PROMOTION

Section A Assignment

- (1) Official assignment of employees shall be made by the appropriate Personnel Director.
- (2) An employee assigned to a specific position shall expect to continue in such assignment except when the Board determines transfer is necessary to fulfill the efficiency of designated operations.
- (3) Applicants shall possess the skills and qualifications necessary for the specific job as defined in the job description.
- (4) A non employee shall be required to successfully pass skill tests as determined by the board before assigned to a position.
- (5) A copy of the job description shall be given to each employee and to each new employee when assigned to a position in order to facilitate the performance of duties.
- (6) A new position shall be staffed by a current employee who applies for the position when the employee's qualifications, including training, previous work experience, skills, abilities, and personal qualities are similar to a non-employee.
- (7) An employee must remain in the assigned work station for one (1) year except when awarded a position in a higher classification or when the Board determines transfer is necessary to fulfill the efficiency of designated operations.

Section B Vacancy

- (1) A vacancy is a newly created position or is a position not currently filled because the employee in the position terminated, was granted a Leave of Absence or was awarded a different position. Vacated positions shall be posted for a minimum of five (5) work days and shall include the current qualifications, skills required, updated job

description responsibilities, classification and work year.

- (2) Applications shall be submitted in writing. Employees making application shall be interviewed or contacted by the appropriate Personnel Director prior to final selection.
- (3) Only employees who have satisfactorily completed the probationary period may apply for a posted position and receive consideration.
- (4) Vacancies shall be staffed by the candidate best qualified in the judgment of the appropriate Personnel Director. Best qualified shall be defined by the following criteria:
 - 4.1 Extent of training
 - 4.2 Extent of experience
 - 4.3 Demonstrated ability
- (5) In cases where two (2) or more similarly qualified employees are competing for a vacancy, the one (1) with the most seniority in the District shall be appointed.
- (6) The decision of the Board shall be final and not subject to the grievance procedure unless the provisions of the Agreement have been violated.
- (7) Employees who apply for posted vacancies may be required to pass skill tests specified in the job description for that position, if the skill test has not been previously passed.
- (8) The successful applicant shall be notified of the results of the selection process within ten (10) work days after the close of the posting period.
- (9) The successful applicant will assume the responsibilities of the vacancy within ten (10) work days after notification unless required posting(s) result from the awarding of the position or other circumstances exist. A move that will be delayed more than ten (10) work days following the posting of a subsequent position shall be reviewed with the transferring employee and the Association. In any event the employee shall receive pay at the new rate beginning the eleventh work day after notification of the award.
- (10) Employees shall be placed at their current experience step on the wage schedule when moving to a new position.

- (11) Employees not selected for a position shall be notified in writing immediately following notification to the employee awarded the position.
- (12) An employee who must be reassigned due to elimination of a position shall have priority in filling a vacancy over an employee applying for a promotion provided the employee who is reassigned is qualified for the position.
- (13) A temporary position exceeding ninety (90) work days shall be considered a permanent position and posted as a newly created position.
- (14) Except in case of an emergency, no vacancy shall be staffed on a temporary basis until such vacancy has been posted as defined in Item 1 of this Section.
- (15) A vacancy that occurs caused by an employee's absence due to illness, disability or Leave of Absence (excluding the reason for either travel or study) shall be staffed on a temporary basis as long as the absence does not exceed five (5) calendar months and the employee indicates intention of returning. An extension of one (1) calendar month may be granted in instances with valid certification from the physician. If the employee submits a resignation or fails to return within the time limit, the position shall be declared vacant and posted as defined in Item 1 of this Section.
- (16) The position of an employee who is absent for five (5) consecutive work days and who fails to report absence to the immediate Supervisor shall be considered vacant, the position shall be posted and the employee terminated.
- (17) The position of an employee who fails to notify the immediate Supervisor once every ten (10) work days regarding a continued illness or absence, unless on a Leave of Absence without pay, shall be considered vacant, the position shall be posted and the employee terminated.

Section C Transfer

- (1) A transfer is a lateral move within the same job classification and with the same daily compensation.
- (2) An employee may discuss the desire to transfer to another position with the appropriate Personnel Director; however, a transfer will only be considered in response to an application for a

posted vacancy.

- (3) Transfers normally shall be on a voluntary basis. For administrative reasons, however, the Board and the Association agree there may be a need for an involuntary transfer. If such is deemed necessary, the appropriate Personnel Director may transfer an employee provided the employee is eligible for the new position and provided the transfer does not involve alteration of current salary. Involuntary transfers shall be made only after the appropriate Personnel Director has discussed the proposed transfer with the employee involved and any objections by the employee given consideration. The employee shall be given ten (10) work days notice of any involuntary transfer. The employee shall have the right to review by the Assistant Superintendent responsible for personnel and may have a representative of the Association present.

Section D Promotion

- (1) A promotion is a move to a higher classification and daily compensation as a result of a posted vacancy.
- (2) The Board supports promotions from within the Association.

ARTICLE XI DISCIPLINE-DISMISSAL

Section A Discipline

- (1) The purpose of discipline is to correct inappropriate behavior or performance.
- (2) Disciplinary action shall include warnings, oral reprimand, written reprimand, suspension with pay, suspension without pay and dismissal. The employee and the Association shall be notified in writing by the appropriate Personnel Director of a suspension or dismissal.
- (3) Discipline shall occur if the employee fails to perform the duties required of the position in an acceptable manner, neglects the duties and responsibilities of the position or demonstrates inappropriate behavior.
- (4) No employee shall be disciplined without just cause.
- (5) An employee may request and shall be entitled to have an Association representative present when

being disciplined. Any disciplinary action shall be done in privacy.

- (6) If reversal of any disciplinary action occurs, the employee shall not be subjected to prejudice.

Section B Dismissal

- (1) The Board retains the right to dismiss an employee for insubordination, failure to perform duties properly, neglect of duty or improper conduct after the disciplinary steps in Section A, Item 2 have been met. The Board retains the right to discharge an employee immediately in cases where the offense is of sufficient severity to warrant immediate dismissal.
- (2) In lieu of dismissal, the appropriate Personnel Director may suspend an employee without pay for a period not to exceed one (1) week.
- (3) A dismissed employee shall be entitled to earned, prorated vacation allowance.

ARTICLE XII RESIGNATION

- (1) An employee who wishes to resign shall give written notice to the appropriate Personnel Director at least fourteen (14) calendar days prior to its effect. Whenever possible, the employee shall give more than fourteen (14) days notice to insure orientation and training of the new employee.
- (2) An employee who resigns in accordance with the terms of Item 1 of this Article shall, prior to termination of employment, use earned vacation days and vacation days earned for the current year or shall receive pay at the effective resignation date for unused earned vacation days and vacation days earned for the current year. The appropriate Personnel Director shall determine which option shall be exercised in terms of the needs of the District.
- (3) An employee must retire by the employee's seventieth birthday.

ARTICLE XIII HEALTH REQUIREMENTS

- (1) New employees shall provide proof of freedom from tuberculosis no later than fourteen (14) days after employment. It must be current within the last year. In case free service is not available, employees shall

furnish proof at their own expense.

- (2) Current employees shall furnish annual or triannual proof of freedom from tuberculosis as determined by the Oakland County Health Department. In case free service is not available, employees are to furnish proof at their own expense.
- (3) In the event personal illness, injury or disability could affect the employee's ability to perform assigned responsibilities, the board shall require the employee to provide on a monthly basis a physician's certification that the employee is able to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify the health condition. If the the diagnosis of the two (2) physicans are not in agreement, a mutually accepted third physican will be utilized to determine the health condition.
- (4) In the interest of protecting children and other employees, the board may require a physical examination of an employee at any time. Required physical examinations shall be at the expense of the board.

ARTICLE XIV RECLASSIFICATION

- (1) A reclassification is a change in the employee's present job classification.
- (2) When the duties and responsibilities of a position are substantially changed, the non-probationary employee may initiate through the immediate supervisor and/or association a request to the appropriate Personnel Director for reclassification. An audit shall be conducted by the appropriate Personnel Director with one member of the Negotiating Committee in attendance.
- (3) Desk audits shall be discussed with the Association and changes shall be with the mutual agreement of the Association prior to approval by the Board and notification to the employee.
- (4) Reclassification requests may be made only by employees who have worked in their current positions for more than six (6) months.
- (5) Reclassification requests may be made by employees no more than once in a period of a year for the same position. Requests submitted by October 31 shall be reviewed in November. Requests submitted by February 28 shall be reviewed in March.
- (6) Classification adjustments as the result of audits made

in November shall be retroactive to July 1 or the beginning of the employee's work year. Classification adjustments as the result of audits made in March shall be retroactive to the beginning of the second semester.

ARTICLE XV STAFF REDUCTION AND RECALL

Section A Staff Reduction

- (1) Reductions in the work force that are deemed necessary by the Board shall be discussed with the Association's Negotiating Committee.
- (2) The employee whose position is eliminated due to circumstances other than a layoff, shall be notified in writing and shall be placed in a position of the same classification and the same work year provided there is a position available. If the Board must place the employee in a position of lower classification, the current daily rate of the employee shall be maintained until there is an opening for which the employee qualifies within the same classification and with the same work year. If the employee refuses the first opening in the former classification, the daily rate shall be reduced to the rate of the employee's present position. For the purposes of this item, same work year shall mean a work year within two (2) work weeks of the work year of the original position.
- (3) The final decision of the Board is not subject to the grievance procedure unless the terms set forth in this Section are violated.

Section B Layoff

- (1) No employee shall be laid off pursuant to a necessary reduction in personnel unless given written notification of said action at least twenty (20) calendar days before such action is to take place.
- (2) The necessary numbers of probationary employees shall be immediately laid off.
- (3) The employee whose position is affected by a reduction in work force shall be notified in writing and shall be given priority in filling an existing vacancy in the same classification providing the employee is qualified.
 - 3.1 Displaced employees shall move to the position of the least senior in the same job title,

provided there is a vacancy in that position.

3.2 The most senior employee in the highest classification who is displaced will be given priority to accept an existing vacancy.

3.3 If more than one (1) displaced employee indicates an interest in a vacant position, the position will be awarded using the same criteria as used in filling vacancies.

3.4 If there is a vacancy in the same classification and work year as that of the displaced employee, the vacant position will be offered to the qualified, most senior, displaced employee. If that qualified employee does not accept the vacant position, a voluntary resignation shall be submitted by the employee.

3.5 If no vacancies exist with the same work year in the classification of the displaced employee, the displaced employee may reject existing vacancies.

(4) If a vacancy does not exist in the classification and work year of the displaced employee, the employee shall exercise seniority rights in the following order:

4.1 The employee may claim seniority in the same classification over an employee with the least seniority in the District in that classification providing the minimum skills and specific work responsibilities in the job description for that position can currently be met.

4.2 If the position of the employee with the least seniority in the same classification is not the same length of work year, the employee may accept or reject a change in work year assignment. If it is rejected, seniority rights over an employee in the same classification with the same work year assignment shall be exercised providing the employee is qualified. The employee must accept this position or submit a voluntary resignation.

4.3 The employee may claim seniority in a lower classification over an employee with the least seniority in the District providing the skill requirements specified in the job description for that position can be currently met. An

employee has the right to reject a position in the same classification that is not the same work year but is obligated to take a position with the same work year regardless of classification.

- 4.4 If an employee is offered a different work year position and rejects that different work year, the employee may not move into any other different work year in that classification or any classification. If there is no position available in a employee's classification and work year, the employee must go to a lower classification with the pay rate of that classification.
- 4.5 If there is no employee in the same classification or in a lower classification with less seniority, the employee shall be placed on a recall list.
- (5) No employee shall gain by a layoff, other than a gain in work weeks when forced by the situation.
- (6) For purposes of this Section only:
- 6.1 All positions of 44 or less weeks shall be considered the same work year.
- 6.2 All positions of 45 through 48 weeks shall be considered the same work year.
- 6.3 All positions of 49 through 52 weeks shall be considered the same work year.
- (7) The final decision of the Board is not subject to the grievance procedure unless the terms set forth in this Section are violated.

Section C Recall

- (1) Laid off employees shall be placed on a list for a period of two (2) years and recalled in the reverse order of the layoff - the most senior employee within a classification shall be recalled to the first opening for which qualified within that classification. No new employee shall be hired for an affected classification until employees on the recall list who are qualified within the affected classification have been offered employment. If a vacancy occurs in a classification in which there are no employees laid off, the board shall consider employees affected who can qualify for the position in order of seniority before a new employee is hired.

- (2) Recall shall be by written certified mail, return receipt requested to the employee's last known address on file with the Board and shall require that the employee report for work within five (5) work days after the date of delivery or proof of non-delivery.
- (3) An employee may refuse to accept a position in a classification lower than the classification held at the time of layoff; however, the employee will be released from the recall list and lose all rights if the employee refuses to accept a position in the same classification held when placed on the recall list, regardless of the length of work year.
- (4) After proper notification to the Board, persons on Leave of Absence would be considered for return along with persons on recall list according to seniority and classification.
- (5) Employees recalled shall be reinstated with their original date of employment, sick bank accumulated and experience level credit in effect at the time of the layoff.

ARTICLE XVI GRIEVANCE PROCEDURE

A grievance shall mean a complaint by an employee or group of employees based on an alleged violation of one (1) or more of the expressed provisions of this Agreement.

Informal Level

The matter shall be discussed informally with the immediate Supervisor within five (5) work days from the time of the incident concerning the employee.

Level One

If the employee is not satisfied at the Informal Level, a written grievance shall be presented on the appropriate grievance form within five (5) work days of the Informal Level discussion to the immediate Supervisor who shall arrange a hearing within four (4) work days of receipt of the Grievance. The employee may request and have an Association Grievance Committee representative(s) present. The immediate Supervisor shall provide the employee and the Association with a decision within three (3) work days after the hearing. In the event the grievance is related to matter over which the employee's immediate supervisor has no control, the grievance may begin at Level Two.

Level Two

If the Association is not satisfied at Level One, the written grievance shall be presented to the appropriate Personnel Director within five (5) work days of the Level One response. The Personnel Director shall arrange a hearing within four (4) work days. The employee may request and have an Association Grievance Committee representative(s) present. A written decision shall be presented to the employee and the Association within three (3) work days after the hearing.

Level Three

If the Association is not satisfied at Level Two, the written grievance shall be presented to the Executive Director Employee Relations within five (5) work days of the Level Two response. The Executive Director Employee Relations shall arrange a hearing with the employee and Association Grievance Committee representative(s) within four (4) work days. A written decision shall be presented to the employee and the Association within three (3) work days after the hearing.

Level Four

If the Association is not satisfied at Level Three the Association may within ten (10) work days submit the matter to arbitration. The Board's representative and the Association's representative shall mutually select the Arbitrator within ten (10) work days of the arbitration request by the Association. If the parties cannot agree, the Arbitrator shall be selected by the American Arbitration Association in accordance with its rules. The only evidence or arguments which may be presented at the arbitration hearing are those which were used in the previous steps of the grievance procedure.

The Arbitrator's powers stem from this Agreement. The Arbitrator's function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall have any authority to make any decisions which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the Board, the Association and the employee.

The costs of the Arbitrator's services, including expenses, if any, shall be borne equally by the Association and the Board.

A grievance may be withdrawn at any time without prejudice.

No reprisals shall be made against the aggrieved person or the Association representative(s).

The time limits provided in this Article shall be work days and shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed late in the year and strict adherence to the time limits may result in hardship to any party, the board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Upon certification by the Association, the Board shall recognize an Association Grievance Committee of not more than five (5) members.

Personal complaints of employees may be discussed individually with the Supervisor without recourse to the grievance procedure. An individual employee, a group of employees or the Association shall be guaranteed the right to appeal through administrative channels and to the Board any claimed violation, misinterpretation or misapplication of Board policy or administrative procedures which are not applicable for the grievance procedures of this Agreement.

ARTICLE XVII STRIKE PROHIBITION

The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947, of Michigan, as amended, by public employees are contrary to law and public policy. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage or support any strike against the Board by any employee in the District.

ARTICLE XVIII PAID LEAVE

Section A Sick Leave

- (1) Employees shall be entitled to the following sick leave allocation per year:

Sick Leave		Sick Leave	
Weeks	Days	Weeks	Days
42	11.5	48	13.0
43	11.8	51	13.8
44	12.0	52	14.0
46	12.5		

- (2) In case of certified illness, employees shall use sick leave days for the following reasons:

2.1 Personal illness, injury or disability.

- 2.2 Serious illness, injury or disability in the immediate family (mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild).
- 2.3 Serious illness, injury or disability in the immediate household of the employee if it is necessary for the employee to attend to the needs of the individual who is ill.
- 2.4 Death in the family. (See Section B, Item 2.1 of the Article)
- (3) The unused portion of the annual sick leave shall accumulate without limit and shall include previous year's unused sick leave days.
- (4) Each employee's "bank" of accumulated sick leave shall be credited with sick leave entitlement for the entire work year at the beginning of each work year. In the event the employee is terminated for any reason during the work year, an adjustment shall be made in the employee's final check for sick leave usage already paid but not actually earned.
- (5) An employee absent due to an injury received on the job or in the line of duty shall have time deducted from the accumulated sick leave days at the rate of one-half (1/2) day for each day absent. An employee injured on the job or in the line of duty and approved to receive Worker's Disability Compensation wages (starting after an absence of seven (7) work days) shall have time deducted from the accumulated sick leave days at the rate of one-half (1/2) day for each day approved to receive Compensation wages. The total income received from Worker's Disability Compensation and the Board sick leave payments shall not exceed the employee's regular wages.
- (6) All sick leave accumulated by an employee shall be forfeited if the employee resigns or is dismissed except in cases where the employee qualifies for reimbursement on termination, as provided in Section J of Article XX.

Section B Approved Leave Days

- (1) Approved leave means an activity that requires an employee's presence during work hours and is of such nature that it cannot be attended to at a time

other than during the regularly scheduled work day. Employees may use three (3) days annually, deducted from their accumulated sick leave days, as Approved Leave days. Unused Approved Leave days shall not accumulate from year to year. These days must be applied for on appropriate Personnel Office forms and be approved by a Personnel Officer one (1) week in advance, if possible.

- (2) Approved Leave days may be used for the following reasons:
 - 2.1 Funeral other than those defined in this Article, Section A, Items 2.2 and 2.3.
 - 2.2 Religious holidays which require absence from work.
 - 2.3 Transaction of legal business.
 - 2.4 Emergency or casualty which requires the presence of the employee.
 - 2.5 Court appearance immediate family member when the employee is required to attend proceedings.
 - 2.6 Registration for approved courses by an employee or an employee's child which requires the presence of the employee.
 - 2.7 Reasons other than those specified above and approved by a Personnel officer.
 - 2.8 Wedding of self or immediate family member.
- (3) The records of all approved or denied requests for Approved Leave shall be maintained by a Personnel officer.
- (4) Employees may elect to use one (1) of the approved leave days as a personal leave day if they have thirty (30) days accumulated leave. The day shall be deducted from accumulated leave days. Notification of the use of a personal leave day shall be made one (1) week in advance, unless an unforeseen emergency situation occurs. Personal leave shall be granted unless a serious school problem will result from the granting of the request. These days shall not be used to extend vacations or off periods.

Section C Sick Leave Bank

- (1) Employees must have completed two (2) years of

active service before becoming eligible for sick bank usage.

- (2) Employees who have exhausted their own sick leave days and have been absent for five (5) consecutive days without pay may, upon approval, use sick leave days from a Sick Leave Bank provided by the Board equal to 1/4th of the accumulated leave total for all secretaries in the bargaining unit.
 - 2.1 The determination of the number of days in the sick bank will be made annually on July 1.
 - 2.2 There will be no carry over for unused days in the sick leave bank.
 - 2.3 If the sick leave bank days are exhausted, the personal sick leave days of each member of the bargaining unit will be reduced by an amount sufficient to cover the usage.
- (3) The Sick Leave Bank is for prolonged illness, injury or disability of the employee and shall terminate at the time the employee is eligible for Long Term Disability benefits.
- (4) The employee must apply through the Association to receive Sick Leave Bank Forms.
- (5) The employee must submit Sick Leave Forms, including medical verification to the Board. Medical verification shall be required on a monthly basis thereafter. The Board may require that the employee's disability be confirmed by the Board's physician.
- (6) Employees are eligible to draw upon the Bank only during the time they are covered by this Agreement.

Section D Jury Duty

An employee called or subpoenaed for jury duty shall be paid by the board the difference between the rate of jury pay and regular pay for the time required by law to serve. Employees called for jury duty shall suffer no loss of sick leave days.

Section E Emergency Closing of Schools

- (1) Effective July 1, 1986, when schools are closed due to inclement weather or emergency, building employees shall not work and shall not be compensated. Days of instruction missed because of

inclement weather or emergency shall be rescheduled and building employees shall be scheduled to work the make-up days at their regular daily rate of compensation.

- (2) Non-building secretaries will not suffer any loss of income as a result of the closing of schools unless as specified below. Non-building employees may use days from their personal leave banks, if days are available or may make up the time missed, at the option of their immediate Supervisor. If no leave days are available and employees do not wish to make up the time, their pay will be docked for the time missed.
- (3) When the District schools are closed by the Board because of emergency situations, such as severe weather or other extreme conditions, employees shall not be required to report for work unless emergency situations require the presence of the employee. Notification of such emergency situations shall be by the employee's immediate supervisor through the authority of the Superintendent or Acting Superintendent.
- (4) During the life of this Agreement, if it becomes lawful to count as instructional days, days cancelled due to inclement weather or emergency, employees shall not be required to report for work unless emergency situations require the presence of the employee. Notification of such emergency situations shall be by the employee's immediate Supervisor through the authority of the Superintendent or Acting Superintendent. An equal amount of time off shall be given to employees reporting for work.

ARTICLE XIX LEAVE OF ABSENCE WITHOUT PAY

Section A Illness Self or Family

- (1) A Leave of Absence without pay may be requested if an employee has at least one (1) full year of seniority for the following reasons.
 - 1.1 Certified personal illness, injury or disability.
 - 1.1.1 To apply for such a leave, a request shall be presented in writing to the Personnel Department accompanied by proof of personal illness, injury or disability which has been certified by

the employee's physician. The Board may require the employee to see a physician of its choice to verify the health condition. If the diagnoses of the two (2) physicians are not in agreement, a mutually accepted third physician shall be utilized to determine the health condition.

1.1.2 To return from such leave, the employee shall immediately notify the board in writing of the termination of the illness, disability or injury, indicate the anticipated return to work date, and provide a physician's certification of ability to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify the health condition. If the diagnoses of the two (2) physicians are not in agreement, a mutually accepted third physician will be utilized to determine the health condition.

1.2 Serious illness, injury, disability or death in the immediate family (mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, or grandchild) or household of the employee.

1.2.1 To apply for such leave a written request shall be presented to the Personnel Department accompanied by proof of illness, injury, disability or death by an appropriate authority to certify the necessity for the employee to attend to family needs.

1.2.2 To return from such leave, the employee shall immediately notify the Board in writing that the leave reason or condition no longer exists and indicate the anticipated return to work date.

(2) The length of a leave of absence for illness self or family shall be determined by the seniority of the employee as specified in this item.

2.1 For employees who have at least two (2) years of seniority, a leave of absence without pay may be granted for up to one (1) year and shall be renewable annually to a maximum of three (3) years.

- 2.2 For employees who have at least one (1) year of seniority, a leave of absence without pay may be granted for up to a maximum of six (6) months.
- (3) An employee who qualifies for a leave of absence shall submit a written request, accompanied by appropriate documentation to the Personnel Department no later than thirty (30) calendar days after the expiration of sick days, or the last day of work, as appropriate. During this thirty (30) day period, the employee's position and all benefits, less salary related thereto, will remain in full force and effect provided the employee:
- 3.1 Provides a physician's statement certifying the illness, injury or condition and anticipated return to work date no later than seven (7) calendar days after expiration of sick bank or last day of work, as appropriate;
- 3.2 Makes a reasonable effort to keep the immediate supervisor informed of the most likely date of return to work by telephone calls made no less frequently than one per week.
- 3.3 If an employee fails to make such reasonable effort and there are no mitigating circumstances related to the absence or the employee fails to report for duty or to apply for a leave of absence prior to the expiration of the thirty (30) calendar day period, such failure shall be considered a voluntary termination.
- 3.4 The thirty (30) calendar day grace period shall not apply to employees who qualify for use of the Association sick leave bank.
- (4) An employee who has completed the four month probationary period but has less than one (1) year seniority shall be allowed the benefit of a thirty (30) day grace period described in Article XIX, Section A, Item 3, subject to the same limitations presented in that item.
- (5) If the employee anticipates inability to return after the expiration of the leave of absence, an extension shall be requested at least thirty (30) calendar days prior to the expiration of the initial leave of absence. This extension, if granted by the Board, shall not become effective until the expiration of the initial leave of

absence.

- (6) Board paid fringe benefits shall not be provided employees on leaves of absence starting with the first premium date following the effective date of the leave. Group programs will be made available at employee cost within the terms and provisions allowed by the insurance carriers.

6.1 Board paid fringe benefits shall be resumed on the first premium date following the effective date of return to full employment.

- (7) Seniority shall be broken and employment terminated if:

7.1 Leave of absence procedures are not followed:

7.2 A written request and appropriate certification for leave renewal are not provided annually to the Personnel Department:

7.3 The employee fails to notify the Board when the reason or condition for which the leave of absence was requested no longer exists.

- (8) A vacancy that occurs as a result of an employee on a leave of absence without pay under the terms of this section shall be staffed according to the provisions of Article X, Section B, Item 15. After five (5) calendar months, a specific position cannot be guaranteed on return from a leave of absence but reasonable effort will be made to return the employee to the original position or one commensurate with the training and experience of the employee as soon as a position becomes available.

Section B Other Leaves

- (1) A leave of absence without pay may be requested for the following reasons. If an employee has at least two (2) full years of seniority.

1.1 Family responsibility

1.1.1 The employee shall submit a statement and appropriate documentation indicating the responsibility which requires the presence of the employee in the home.

1.2 Study

1.2.1 The employee shall submit a statement

describing the program of study which will be pursued at least thirty (30) calendar days in advance to the Personnel Department for approval.

1.3 Travel

1.3.1 The employee shall submit travel plans at least thirty (30) calendar days in advance to the Personnel Department for approval.

(2) Leaves of absence shall be granted for up to one (1) year and shall be renewable annually to a maximum of three (3) years.

2.1 Requests by an employee currently on leave for a subsequent leave of a different type shall be considered in the same manner as an extension. No combination of leaves of different types shall exceed the three (3) year maximum specified in this section.

2.2 A request for renewal or extension of a leave of absence must be submitted in writing to an officer in the Personnel Department at least thirty (30) calendar days prior to the expiration of the current leave.

(3) Board paid fringe benefits shall not be provided employees on approved leaves of absence starting with the first premium date following the effective date of the leave. Group premiums will be made available at employee cost within the terms and provisions allowed by insurance carriers.

3.1 Board paid fringe benefits shall be resumed on the first premium date following the effective date of return to full employment.

(4) Seniority shall be broken and employment terminated if:

4.1 Leave of absence procedures are not followed;

4.2 A written request and appropriate certification for leave renewal are not provided annually to the Personnel Department;

4.3 The employee fails to notify the Board when the reason or condition for which the leave of absence was requested no longer exists;

(5) A specific position cannot be guaranteed on return

from a leave of absence (except as defined in Article X, Section B, Item 15). The employee will be placed into a position within the following framework:

- 5.1 If a position is available at the employee's original classification and with a work year within two (2) weeks of the original work year and if the employee has the necessary qualification, the employee will be placed into that position.
- 5.2 If there is no position available at the original classification or with a work year within two (2) weeks of the original work year, the employee may choose one (1) of the following options:
 - 5.2.1 The employee may accept a vacant position for which the employee is qualified. If this position is at a lower classification, the employee will be paid at the lower rate for the number of weeks allocated to that position.
 - 5.2.2 The employee may refuse an available position.
 - 5.2.2.1 The employee may substitute on a fifty-two (52) week basis and be paid at the original classification with full benefits until a position at the original classification and with a work year within two (2) work weeks for which the employee is qualified becomes available or until the employee applies for and is awarded another permanent position.
 - 5.2.2.2 The employee may extend the leave of absence for a period up to an additional six (6) months, during which the employee will be on standby status and during which the employee will be informed of position postings. At the end of six (6) months, the employee must return under the conditions listed in this item, excluding further

extension of the leave, or terminate employment.

- (6) If an employee desires to return to employment before the expiration of a leave of absence, a specific position cannot be guaranteed but reasonable effort will be made to return the employee to a position commensurate with the training and experience of the employee as soon as a position become available.

ARTICLE XX ECONOMIC BENEFITS

Section A Health Benefits

- (1) The Board shall pay the health benefit cost for up to full family coverage for each eligible employee who applies within the following framework:
 - 1.1 The health benefits shall be those available under the School District of the City of Pontiac Health Benefit Plan I. (See plan booklet attached to the original copy of the agreement.)
 - 1.2 Benefits shall allow for Sponsored Dependent Rider(s) available with the School District of the City of Pontiac Health Benefit Plan I which shall be at the employee's expense.
 - 1.3 Employees hired on or after February 1, 1983 shall become eligible for benefits on the first day worked, except for those employees becoming eligible during an open enrollment period. Their benefits will begin the first day of the month following the enrollment period.
 - 1.3.1 If the employee is absent from work on the date benefits would otherwise become effective, the effective date of coverage for benefits will be deferred to the first day the employee is actively at work.
 - 1.4 Employees converting to the School District of the City of Pontiac Health Benefit Plan I shall be eligible for benefits on the first day of the month following the open enrollment period.
- (2) An employee may be covered by only one (1) District provided policy. If an employee is covered by a policy not provided by the District, the employee

will be offered enrollment in the School District of the City of Pontiac Health Benefit Plan I.

- 2.1 The School District of the City of Pontiac Health Benefit Plan I shall coordinate benefits with all other plans insuring the employees and their families, group as well as individual contracts.
- (3) The Board guarantees that health benefits available to employees during the term of this agreement shall be those available under the School District of the City of Pontiac Health Benefit Plan I as of February 1, 1983.
- (4) If employees must change their status from active employees for health related reasons, they may apply for continuation in the School District of the City of Pontiac Health Benefit Plan I for a period not to exceed twelve (12) months. The cost of continuation in the Plan will be the monthly billing rate in effect for employees at the time of such change in status.
- 4.1 After employees have been on a health related leave for six (6) months, they may apply for a direct pay individual plan from a commercial carrier. Upon receiving verification that such coverage is in effect, the Board will coordinate as secondary payor with the commercial carrier to assure benefits at the level in existence when the employee changed from active status. The employee will be charged the Plan's monthly billing rate less the amount paid to the commercial carrier as a premium. If the commercial carrier's premium is greater than the Plan's monthly billing rate, the Board will reimburse the difference to the employee.
- 4.2 The Board's liability ceases after the employee has been on inactive status for twelve (12) months with the commercial carrier then considered primary and sole provider of health benefits.

Section B Dental Benefits

- (1) The Board shall pay, for those employees who apply, dental benefits of up to full family coverage that provides eighty (80) percent payment of basic dental services, eighty (80) percent payment of prosthodontic service and eighty (80) percent of orthodontic services for dependent children (19) years of age and under. Basic dental and

prosthodontic service shall have an individual maximum of \$1,000 per year and orthodontic service shall have a lifetime individual maximum of \$1,200.

- (2) The dental plan shall provide for both internal and external coordination of benefits and shall be implemented in accordance with the rules and regulations of the provider.

Section C Life Insurance

- (1) Upon submission of written application, the Board shall provide to employees term life insurance protection in the amount of \$16,000 (\$18,000, effective July 1, 1986; \$20,000 effective July 1, 1987) that shall be paid to the employee's designated beneficiary. The term life insurance program shall also provide for double indemnity in the event of accidental death and dismemberment. The duration and level of benefits will be in accordance with ADEA guidelines.
- (2) To become eligible for the term life benefit, employees must be at work and able to perform all required duties on the day the benefit becomes effective.
- (3) Employees who have board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Employees electing the right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.
- (4) The term life insurance program shall be provided within the underwriting rules and regulations as set forth by the carrier in the master contract held by the policyholder.

Section D Long Term Disability Insurance

- (1) The Board shall provide to employees who apply long term disability insurance. The coverage shall provide:
 - 1.1 Payment of sixty (60) percent of the employee's normal gross earnings and shall not exceed \$1,000.00 per month after a waiting period of six (6) months.
 - 1.2 The amount of benefits will be reduced by any remuneration received during the benefit period from the employer, from Worker's

Disability Compensation benefits, from Michigan School Employees Retirement Fund benefits, from primary offset from the Federal Social Security Act or from other group or organization benefit payments. The amount of the benefit paid shall not be less than ten (10) percent of the employee's normal gross salary.

1.3 The duration of long term disability insurance coverage shall be as follows:

Age at Disablement	Duration of Benefit in Years
61 or younger	To age 65
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69	1 year

1.4 The reduction for social security benefits shall be calculated when eligible for benefits to begin and any changes paid in Social Security benefits at a later date will not be used to further reduce the benefit paid by the long term disability insurance.

Section E Vision Insurance

The Board shall provide employees who apply group optical insurance. The Board shall allocate forty-two dollars (\$42.00) per employee per year for such insurance program. The Board and the Association shall jointly determine the specifications of the program.

Section F Liability Insurance

The Board shall provide protection to employees under a liability policy which covers legal costs and judgments in case an employee is sued in a civil action for occurrences in connection with duties, subject to normal exclusions appearing in such policies. The insurance shall provide \$1,000,000.00 coverage for a single occurrence.

Section G Vacations

(1) Employees with twelve (12) month assignments who have successfully completed the four (4) month probationary period shall receive vacation pay

computed as follows: One (1) day per month through twelve (12) months not to exceed ten (10) work days. An additional one half (1/2) day shall be added to the ten (10) days for the third and fourth years of continuous service. An additional one half (1/2) day shall be added to the ten and one half (10-1/2) days for five (5) years of continuous service. One (1) day per year shall be added to the eleven (11) days after five (5) years of continuous service until a maximum of twenty-two (22) days shall be granted after sixteen (16) years of continuous service.

1 year	10 days	9 years	15 days
2 years	10 days	10 years	16 days
3 years	10.5 days	11 years	17 days
4 years	10.5 days	12 years	18 days
5 years	11 days	13 years	19 days
6 years	12 days	14 years	20 days
7 years	13 days	15 years	21 days
8 years	14 days	16 years	22 days

- (2) Vacation days for employees with twelve (12) month assignments must be used prior to June 30 of the fiscal year in which they were earned.
- (3) Employees working less than a twelve (12) month assignment shall receive vacation days prorated according to the number of weeks in their work year.
- (4) Employees working fewer than 48 weeks in building positions hired after July 1, 1961, shall be required to take as vacation days no more than the number of non-teacher days in the school year.
- (5) Employees working less than a twelve (12) month assignment hired prior to July 1, 1961 have an option of taking their vacation when students are not in school or receiving full payment for unused vacation time with their final check of the school year.
- (6) Earned vacation days shall be scheduled by the employee with the approval of the immediate Supervisor and the appropriate Personnel Director.
- (7) Earned vacation time is not accumulative and must be taken within the period specified in Item 3 of this Section.
- (8) No employee shall be granted pay in lieu of vacation except in extenuating circumstances and only when agreed upon by the employee and the appropriate Personnel Director.

- (9) An employee who resigns or retires shall receive vacation pay prorated on the basis of vacation time earned for the current year as indicated in Article XII, Item 2. For retirees, this shall be paid upon presentation of a retirement identification number.
- (10) The estate of an employee who dies while in the service of the Board shall receive vacation pay prorated on the basis of vacation time earned for the current year.
- (11) When a paid holiday falls in an employee's paid vacation time, the paid holiday shall not be charged as a paid vacation day.

Section H Holidays

- (1) Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, December 24, Christmas, December 31st, New Year's Day, Good Friday, Easter Monday and Memorial Day are holidays without loss of pay if the holiday falls within a regular work week.
 - 1.1 December 24th and Christmas will be holidays without loss of pay for employees in less than twelve (12) month assignments.
 - 1.2 Effective in 1986-87, December 26 shall be a holiday without loss of pay for employees who work fifty or more weeks per year. If an employee's work schedule precludes taking December 26 as a holiday, the employee will be granted a holiday on another day.
- (2) If a holiday falls on Sunday, the following Monday shall be a holiday if school is not in session. If Monday is already a holiday, then Friday immediately prior to the holiday shall be a holiday providing school is not in session.
- (3) If a holiday falls on a Saturday, the Friday immediately prior to the holiday shall be a holiday providing school is not in session. If Friday is already a holiday, then the following Monday shall be a holiday if school is not in session.
- (4) If an employee were to lose a holiday because school is in session, the employee shall be given a day off in lieu of the holiday on a day determined by the Board. All employees shall not receive the same day but shall be scheduled based on the district's needs.

Section I Enrollment Factor

- (1) Employees in the classification of "School Secretary" and "Senior High School Book Store Clerk" shall receive an enrollment factor to be paid in December of each year and based on the Fourth Friday count as follows:

Elementary/Head Start:	\$.50 per student over 300
Hawthorne/VOCARE:	\$.20 per student over 400
Junior High:	\$.20 per student over 400
N.E.O.V.E.C.	\$.20 per student over 400
Senior High:	\$.20 per student over 1,750

- (2) Each certified Special Education student enrolled by the program on the Fourth Friday count shall equal two (2) students in the Student Enrollment count in Item 1 of this Section.

Section J Severance Pay

- (1) Employees with ten (10) years of active service within this bargaining unit who terminate for the reasons listed below and who provide written notice at least thirty (30) calendar days prior to termination of employment shall receive pay at their current rate at the time of termination for one half (1/2) of the number of sick leave days accumulated for the first forty (40) days and one half (1/2) of all unused accumulated sick leave days in excess of one hundred (100) days to a maximum of one hundred eighty (180) accumulated leave days, i.e., payment for a maximum of one hundred twenty (120) one half (1/2) days. Anything hereinbefore to the contrary notwithstanding, employees employed on January 31, 1984 having more than one hundred eighty (180) accumulated leave days shall have as a maximum number of unused leave days standing to their credit on January 30, 1984. The reasons which qualify the employee for severance pay are: retirement and participation in the Michigan Public School Employees Retirement System; resignation for reasons of personal illness; and, voluntary resignation.
- (2) The estate of employees who qualify under Item 1 of this section at the time of their demise shall be paid the severance pay due under Item 1.

Section K Professional Growth

- (1) Employees are urged to seek ways of improving personal skills and job performance by continuing their education and training by serving on committees, by cooperating with school and civic

projects and by participating in secretarial and clerical associations at the local, county, state and national levels.

- (2) A bank of ten (10) work days shall be allowed the Association for employees to attend secretarial and clerical conventions. The Association and Board shall cooperatively administer this bank of days. Employees attending may be required to provide the Board with reports. Days provided under Article VII, Section A, Item 5 are in addition to this bank of ten (10) days.
- (3) One (1) day per year shall be granted for an inservice workshop to include all or selected employees. The Board shall meet with the Association to cooperatively plan such a workshop for informational and training needs.
- (4) One thousand dollars (\$1,000.00) shall be provided each fiscal year to reimburse employees for tuition costs for courses completed during that fiscal year according to the following procedure:
 - 4.1 Courses completed must be in an institution approved by a Personnel officer and related to the employee's service in the District.
 - 4.2 Employees shall submit a request for reimbursement for courses successfully taken during the fiscal year (July 1 to June 30) on forms provided with an official transcript of credits by July 31st. Reimbursement to employees shall be made during September to employees who are employed in the bargaining unit at that time.
 - 4.3 Employees shall be entitled to receive full reimbursement for tuition costs providing that the appropriation of \$1,000.00 is sufficient to meet all claims. In the event that the cost of the claims exceeds the appropriation, reimbursement shall be made on a prorated basis.

Section L Clothing Damage

The Board shall reimburse an employee for any loss, damage or destruction of clothing or personal property while fulfilling assigned duties which exceeds ten (10) dollars providing reasonable care has been taken by the employee. The maximum to be reimbursed shall be limited to two hundred (200) dollars per incident. The Board's payment shall be reduced by the amount of any insurance carrier's payment to the employee requesting

reimbursement.

Section M Material and Equipment Reimbursement

For 1986-87 only, employee shall be furnished with a budget of fifty (\$50.00) dollars to be expended on materials and equipment for job related activities by December 1st. Effective with the 1987-88 school year employees shall be furnished with a budget of forty (\$40.00) dollars to be expended on materials and equipment for job related activities by December 1st of each year.

Section N Overtime

- (1) Overtime shall be approved in advance by the immediate supervisor. Exceptions shall be allowed in the case of emergency.
- (2) The decision to request overtime is the responsibility of the immediate Supervisor.
- (3) Hours worked beyond the regular work day as defined in Article IX, Section A, Item 1, including all hours worked on Saturdays, shall be paid at the rate of one hundred fifty (150) percent of the regular hourly rate.
- (4) An employee scheduled to work on a Sunday shall be paid at the rate of two hundred (200) percent of the regular hourly rate.
- (5) An employee scheduled to work on a holiday shall be paid at the rate of two hundred (200) percent of the regular hourly rate in addition to the regular rate of pay.
- (6) The regular hourly rate is determined by dividing the employee's biweekly salary by eighty (80).
- (7) Overtime can be justified when an assignment has been placed on a department or school which must be completed within a certain time or date and the usual work load makes it impossible to meet the deadline. Overtime shall not be used as a substitute for inadequate staffing.
- (8) In the event peak period work assignments make it impossible for the employee(s) to complete assignments within reasonable time limits, overtime or additional temporary help may be requested by the immediate Supervisor. Overtime shall be offered first to the employee assigned to the position; then, overtime shall be offered to other employees in the same office according to seniority

on a rotating basis in a school year; then, overtime shall be offered to qualified employees as determined by the Board according to seniority on a rotating basis in a school year. Only when no qualified employees are able to accept the overtime or in an emergency basis may the Board employ part time or temporary help.

- (9) Overtime shall be voluntary except in emergencies as determined by the Board. There shall be no discrimination against any employee who declines to work overtime.
- (10) When called in for overtime at a time other than a regular work day, the employee shall be paid a minimum of three (3) hours at the overtime rate.
- (11) Overtime records shall be available to the Association's President.

ARTICLE XXI SALARY SCHEDULE

Section A Salary Schedule Procedures

- (1) Salary experience level increments shall be effective July 1st of each year. Employees hired later than the end of the first week in January will remain on the step hired until July 1st following their first anniversary date.

Section B Salary Schedule

- (1) The salary schedule to take effect beginning July 1, 1985 through June 30, 1986 shall be as follows:

Daily rates

Classification	0	1	2	3	4	5	6	7
1	43.24	45.40	47.67	50.05	52.56	55.19	57.95	60.84
2	46.53	48.85	51.29	53.86	56.55	59.38	62.35	65.47
3	48.85	51.29	53.86	56.55	59.38	62.35	65.47	68.74
4	50.32	52.83	55.48	58.25	61.16	64.12	67.42	70.80
5	51.57	54.16	56.87	59.71	62.69	65.82	69.11	72.57

- (2) The salary scheduled to take effect beginning July 1, 1986 to June 30, 1987 shall be as follows:

Daily rates

Classification	0	1	2	3	4	5	6	7
1	45.83	48.12	50.53	53.05	55.71	58.50	61.43	64.49
2	49.32	51.78	54.37	57.09	59.94	62.94	66.09	69.40
3	51.78	54.37	57.09	59.94	62.94	66.09	69.40	72.86
4	53.34	56.00	58.81	61.75	64.83	67.97	71.47	75.05
5	54.66	57.41	60.28	63.29	66.45	69.77	73.26	76.92

- (3) The salary schedule to take effect beginning July 1, 1987 through June 30, 1988 shall be as follows:

Daily Rates

Classification	0	1	2	3	4	5	6	7
1	48.58	51.01	53.56	56.23	59.05	62.01	65.12	68.36
2	52.28	54.89	57.63	60.52	63.54	66.72	70.06	73.56
3	54.89	57.63	60.52	63.54	66.72	70.06	73.56	77.23
4	56.54	59.36	62.34	65.46	68.72	72.05	75.76	79.55
5	57.94	60.85	63.90	67.09	70.44	73.96	77.66	81.54

Section B Longevity

- (4) For the 1985-86 school year, an employee's salary will be increased by 5.1 percent at each of the following steps:

Hired on or before 7/1/77 (8 years)
 Hired on or before 7/1/72 (13 years)
 Hired on or before 7/1/67 (18 years)
 Hired on or before 7/1/62 (23 years)

- (5) For the 1986-87 school year, an employee's salary will be increased by 5.1 percent at each of the following steps:

Hired on or before 7/1/78 (8 years)
 Hired on or before 7/1/73 (13 years)
 Hired on or before 7/1/68 (18 years)
 Hired on or before 7/1/63 (23 years)

- (6) For the 1987-88 school year, an employee's salary will be increased by 5.1 percent at each of the

following steps:

Hired on or before	7/1/79	(8 years)
Hired on or before	7/1/74	(13 years)
Hired on or before	7/1/69	(18 years)
Hired on or before	7/1/64	(23 years)

ARTICLE XXII DURATION OF THE AGREEMENT

- (1) The Board and Association mutually agree that the conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment hereto except wherein the Agreement specifically provides for reopening of specific Articles for negotiations.
- (2) Should any Article, Section or Item of the Agreement be declared invalid by a Court of competent jurisdiction, said Article, Section or Item shall be automatically deleted from this Agreement but the remaining Articles, Sections and Items shall remain in full force and effect for the duration of the Agreement.
- (3) This Agreement shall supersede any specific rule or regulation of the Board which shall be contrary to or inconsistent with the specific written provisions herein. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board with reference to the employees covered by this Agreement.
- (4) This agreement shall be effective February 6, 1986 and shall continue in full force and effect until midnight June 30, 1988.

Date August 13, 1986

Norma J. Kerkland
President, Board of Education

Stephanie Bass
Secretary, Board of Education

Date August 12, 1986

Bonnie McRath
President, Pontiac Educational
Secretaries Association

Deborah Sebastian
Secretary, Pontiac Educational
Secretaries Association

Letter of Agreement

The vacation days earned in 1985-86 by employees with twelve (12) month assignments shall be made available to employees in the following manner:

1. The first five (5) days shall be added to the employee's vacation entitlement July, 1, 1986 and must be used with the advanced 1986-87 vacation days by June 30, 1987.
2. Remaining vacation days, up to five (5) days, shall be added to the employee's vacation entitlement July 1, 1987 and must be used with the advanced 1987-88 vacation days by June 30, 1988.
3. Remaining vacation days, up to five (5) days, shall be added to the employee's vacation entitlement July 1, 1988 and must be used with the advanced 1988-89 vacation days by June 30, 1989.
4. Any remaining vacation entitlement shall be placed in the employee's sick bank for use by the employee according to the paid leave procedures in the Master Agreement.

In the event a twelve (12) month employee covered by the letter of agreement retires or resigns, with at least fourteen (14) calendar notice, prior to June 30, 1989, the employee shall receive payment for up to 15 unused vacation days allocated by this agreement in addition to earned and unused vacation days for the year in which the employee retires or resigns.

Edward J. Slawski

Edward J. Slawski, for
Board of Education of the
School District of the City of Pontiac

6 February 1986

(Date)

Bonnie McRath

Bonnie McRath, for
Pontiac Educational Secretaries Association

Feb. 6, 1986

(Date)

SCHOOL DISTRICT OF THE CITY OF PONTIAC

Letter of Agreement

WHEREAS, the Board of Education of the School District and the Pontiac Educational Secretaries Association engaged in collective bargaining for the terms and conditions of employment for a master agreement for the period July 1, 1985 through June 30, 1988, and

WHEREAS, the parties agreed through the bargaining process that the current classifications of secretarial positions do not in all cases correspond to the levels of responsibility assigned to secretarial positions, and

WHEREAS, the parties agreed that the assistance of an external agency is required to accomplish a review of the current organization of secretarial work,

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. The Board of Education and the Pontiac Educational Secretaries Association agree to engage an agency to review the organization of secretarial work in the school district, such agency to be mutually acceptable to both parties to this agreement.
2. The parties agree that the agency will be selected within sixty (60) calendar days after ratification of the successor master agreement by the board of education.
3. The parties agree that the agency will be required to complete its review and provide recommendations regarding secretarial work on or before the last day of the first semester of the 1986-87 school year. Recommended changes in the classification structure, if any, will be implemented effective July 1, 1987. Recommended changes in the classification of particular secretarial positions shall be effective no later than thirty (30) calendar days from the submission of the agency's recommendations. It is understood that no secretary incumbent in a position shall suffer a loss in wages as a result of this study. Secretaries in positions whose classifications are lowered will be frozen at their current wages until such time as the new scheduled rate for the positions provides for an increase.
4. The parties agree that the agency whose services are engaged will be directed to provide the following:
 - a. A review of the current job titles and corresponding job descriptions for secretarial positions with respect to the

PESA--Letter of Agreement

duties and responsibilities performed by the incumbents of those positions and a recommendation concerning the utility of maintaining the current number of distinct job titles and job descriptions for secretarial positions;

- b. A review of the current system for classification of secretarial positions with respect to the level of relative compensation corresponding to each level of classification and a recommendation concerning the utility of maintaining the current number of levels in the classification system;
 - c. A recommendation concerning the nature and level of skills required for successful performance for specialized secretarial positions and measures of these required skills;
 - d. A recommendation concerning the relative classification of secretarial positions identifying factors that distinguish the classifications.
5. The parties agree that reclassifications subsequent to the review will rely on the same audit procedure employed by the agency.

Edward J. Slawski

Edward J. Slawski, for
Board of Education of the
School District of City of Pontiac

3 FEB 86

(Date)

Bonnie McRath

Bonnie McRath, for
Pontiac Educational Secretaries Association

3 FEB 86

(Date)

These and other responsibilities are...
The purpose of this report is to...

The results of the study are...
The data indicates that...

A recommendation concerning the...
It is suggested that...

The following are the...
The study was conducted...

The results of the study...
The data shows that...

A recommendation concerning the...
It is suggested that...

The following are the...
The study was conducted...

The results of the study...
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A recommendation concerning the...
It is suggested that...

The following are the...
The study was conducted...

The results of the study...
The data shows that...

A recommendation concerning the...
It is suggested that...

The following are the...
The study was conducted...

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