

6/30/88

**MASTER AGREEMENT**  
**BETWEEN THE**  
**BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC**  
**AND THE**  
**MICHIGAN EDUCATIONAL SUPPORTIVE PERSONNEL ASSOCIATION**  
**(Hawthorne Instructional Aides)**

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  
MICHIGAN EDUCATIONAL SUPPORTIVE PERSONNEL ASSOCIATION**

This agreement is 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 Michigan Educational Supportive Personnel Association, hereinafter called the "ASSOCIATION," pursuant to compiled Laws 423.201 et al.

WHEREAS, the parties have reached certain understandings with respect to hours, wages, terms and conditions of employment which they desire to confirm in this agreement, the parties hereby agree as follows:

**ARTICLE 1 PURPOSE AND INTENT**

(1) The general purpose of this agreement is to promote orderly labor relations for the mutual interest of the employee, the Board and the Association. The Board and the Association shall encourage to the fullest degree, cooperative relations between the respective representatives at all levels.

(2) During the term of this agreement, both parties shall meet at the request of either party for the purpose of discussing any provision in the agreement. Should such a meeting result in a mutually acceptable amendment of the agreement, then the amendment shall be subject to ratification by the Board and the Association, provided that the parties shall be empowered to effect temporary accommodations to resolve special problems.

(3) The provisions of this agreement shall be applied equally and without favoritism to all employees without discrimination as to sex, marital status, race, color, creed, handicap, national origin, or political affiliation. The Board and the Association will continue to work together to assure equal employment opportunities to all.

**ARTICLE 2 RECOGNITION**

(1) The Board recognizes the Association as the sole and exclusive bargaining representative for all full-time and regular part-time SMI, SXI, and TMI Aides working with the Severely Mentally Impaired, Severely Multiply Impaired or Trainably Mentally Impaired programs employed or with rights to re-employment in the District. Such representation shall cover all personnel assigned to newly created positions performing substantially like work in the above programs,

but excluding positions which are primarily supervisory.

(2) All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "employee(s)."

### ARTICLE 3 BOARD RIGHTS

(1) Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations. Except as specifically stated by this agreement, all the rights, powers, and authority the Board had prior to this agreement are retained by the Board.

(2) It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

(2.1) Manage and control its operations and direct the work force.

(2.2) Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.

(2.3) Direct the work force, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, job content, and to lay off employees.

(2.4) Determine the services, supplies, and equipment necessary to continue its operations.

(2.5) Adopt employee rules and regulations.

(2.6) Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

(2.7) Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria.

(3) The listing of specific management rights in this agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

#### ARTICLE 4 ASSOCIATION AND EMPLOYEE RIGHTS

##### Section A Association Rights

(1) The Association shall be permitted the use of school buildings for regular and special business meetings of the Association and for committee meetings on Association business, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and does not incur additional overtime cost to the Board.

(2) The Association may use the interschool mail service and shall have the right to distribute Association material to employees as long as such distribution does not interfere with, or interrupt normal operations.

(3) The Association shall have the right to post notices of activities and matters of concern on employee bulletin boards, at least one of which shall be provided in each building where employees are assigned. All notices shall be identified as to source. The Association has the responsibility to maintain the bulletin boards so assigned.

(4) Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided this shall not interfere with or interrupt the normal school operation, employee assignments, the instruction or management of pupils or special assignments of any District employees.

(5) The Association shall have the use of Board equipment which the employees normally use--including typewriters, duplicating machines, copying machines and audiovisual equipment--at reasonable hours when such equipment is not otherwise in use. The Association shall pay for reasonable cost of all materials and supplies incident to such use.

(6) On reasonable notice, the Board agrees to provide the Association such available information as to assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance, unless such release of information is in violation of law.

(7) Whenever the president of the Association or an official designee is mutually scheduled to participate during working

hours in conferences, meetings, grievance hearings or negotiations with the Board or its representative, there shall be no loss of pay or leave time. In addition, the Association has the maximum of five (5) days released time per school year for members to take part in business which pertains to the Association.

(8) The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

### Section B Employee Rights

(1) Nothing contained in this Agreement shall be construed to deny or to restrict rights conferred by the Michigan Employment Relations Act, the Michigan General School Laws, or applicable laws or regulations, and the Constitutions of Michigan and the United States. The rights granted to employees in this Agreement shall be deemed in addition to those provided by Board policy or established procedure. The Board shall not directly or indirectly discourage employees in their employment of the above rights nor shall they be discriminated against in any way because of their activities in the Association to achieve these rights.

(2) Any case of assault upon an employee as a result of carrying out the job duties shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the employee of rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with handling the incident by law enforcement and judicial authorities.

(3) The Board shall reimburse the employee for damage or destruction of clothing or personal property worn by the employee while on duty or properly secured in an area designated by the building administrator. This reimbursement shall exclude personal property brought into the building unless previously approved by the building administrator. This reimbursement shall exclude claims under ten dollars (\$10.00) and the maximum allowed on any single claim shall be one hundred dollars (\$100.00). Reports of such damage or destruction must be reported to the building administrator immediately upon knowledge. Evidence of amount of loss may be required. This reimbursement shall not be applicable if such damage or destruction is due to negligence on the part of the employee.

(4) Employees shall be informed of the general itinerary of the supervising teacher when the teacher is out of the room. When the supervising teacher is out of the building or in a meeting which is not to be disturbed, the employee shall be informed as to whom the employee is responsible.

(5) If an employee is complained against or sued as a result of any action taken by the employee while fulfilling job responsibilities, the Board shall provide legal counsel and render all necessary legal assistance to the employee in the defense. In addition, the Board shall provide protection to employees under its liability policy in the amount of \$1,000,000 judgment.

### Section C Payroll Deductions

(1) The Board shall deduct from the pay of each employee from whom it receives authorization to do so the required amount for the payment of dues or service fee. Such dues, or fee, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, shall be forwarded to the Association no later than thirty (30) days after the deductions were made.

(2) The Association shall notify the Board thirty (30) days prior to any change in its dues or fees.

(3) The Board shall deduct from the pay of each employee from whom it receives authorizations to do so and make appropriate remittance for annuities, credit union, savings bonds or any other plans or programs jointly approved by the Board and the Association.

### ARTICLE 5 ASSOCIATION SECURITY

(1) Employees covered by this Agreement at the time it becomes effective who are regularly scheduled for twenty (20) or more hours per week and 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.

(2) Employees hired after the effective date of this Agreement who are regularly scheduled for twenty (20) or more hours per week shall be required as a condition of continued employment to become members of the Association or pay a service fee equal to the amount of regular monthly dues for the duration of this Agreement. They shall pay dues or a service fee to the Association by the tenth (10th) day after the thirtieth (30th) day following their probationary period.

(3) Employees hired prior to the effective date of this Agreement who are regularly scheduled for twenty (20) or more hours per week are required to become Association members or pay a service fee as a condition of continued employment. They shall pay dues or a service fee to the Association by the tenth (10th) day after the thirtieth (30th) day following their probationary periods.

(4) Association members shall meet the conditions of this Article as long as they are no more than thirty (30) days in arrears in payment of dues or service fee. The Board shall be notified in writing by the Association of employees covered in Items 1, 2 and 3 of this Article who are thirty (30) days in arrears in payment of membership dues or service fee.

(5) Employees may have their monthly membership dues or service fee deducted from their earnings by signing an authorization for checkoff of dues or fee form or make a single payment for the full year dues directly to the Association treasurer. The Association will provide the Board with the signed authorization for checkoff of dues or fee form, which will state the amount of dues or service fee to be deducted.

(6) An official of the Personnel Department shall meet once each month with a designated Association representative to notify the Association of new employees recently hired including date of employment and the location assignment, and to notify the Association of recently terminated employees.

(7) The Association shall assume the legal defenses of any suit or action against the Board regarding this Article. 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: the damages have not resulted from negligence, misfeasance or malfeasance of the Board or its agents; the Association, after consideration with the Board, has the right to decide whether or not to appeal the decision with any court or other tribunal regarding the validity of the Article or the defense which may be assessed against the Board or tribunal; the Association has the right to choose legal counsel to defend any lawsuit involving this Article; and the Association shall have the right to compromise or settle any claims made against the Board under this Article.

#### ARTICLE 6 HOURS OF EMPLOYMENT

(1) The normal work day for full time employees shall be 7.25 continuous hours, including a scheduled thirty (30) minute lunch period and a fifteen (15) minute rest period. The normal, full work week for full time employees shall be 36.25 hours. The Board shall determine the hours of employment for employees within these parameters.

(2) Employees shall be expected to respond to emergency situations during the lunch period and then receive comparable time at the conclusion of the emergency.

(3) A full time employee is one who regularly works a 7.25 hour day. A part time employee is one who regularly works less than a 7.25 hour day. A part time employee who regularly works thirty (30) or more hours per week shall receive the same benefits as a full time employee.

(4) The Board will not employ two (2) or more part time employees when it is possible to employ one full time employee.

(5) With one week's notice, the employee's work day may be expanded to eight (8) hours. In emergency situations this notice may be eliminated and the extra hours required.

(6) Evening or weekend work shall be voluntarily accepted, except in emergency situations.

(7) If employees are required to attend parent teacher conferences after their regular work days, the employees' work schedule will be adjusted to cover the required time in a single block.

(8) The scheduled rest period shall be taken and in a manner which does not interfere with the work unit. 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 accumulative if not taken. An employee is expected to respond to emergency situations during the rest period and then receive comparable time at the discretion of the supervisor.

## ARTICLE 7 OTHER CONDITIONS OF EMPLOYMENT

### Section A Postings

(1) Position openings shall be posted in buildings where employees are assigned for seven (7) days prior to staffing such vacancies. Positions which are not filled because the employee holding the position is on the first six (6) months of a leave or because the employee holding the position is using personal sick leave will not be posted. The Board may staff positions for which funding is pending with substitutes for a period not to exceed six (6) months.

(2) Postings shall include type of position, location, hours of employment, length of work year, job description and date available.

(3) A present position shall be posted within five (5) work days of certification by the personnel department that the position is or will be vacant, but not more than twenty (20) work days in advance of position availability.

(4) Employees interested shall apply within a seven (7) calendar day posting period. Employees bidding for the job shall file their bid in writing with the personnel department. Positions shall be awarded within ten (10) work days after the expiration of the posting period.

(5) The principle of seniority shall be applied to posted vacancies where the applicants involved have attained similar levels of qualifications. The Board supports a policy of filling vacancies from within the bargaining unit.

(6) An employee may be considered for a vacancy providing the employee has applied is not probationary and has served in the present assignment one (1) year or more. Exceptions may be made if the change relates to a different work year length or if the changes are in the best interests of both the Board and the employee. Employees shall not be awarded positions with work years different from the work years of their current positions as long as there are employees displaced from positions with the different work year. Return from displacement to positions with different work years shall be in order of seniority.

(7) Consideration for a transfer is contingent upon an employee's job performance being satisfactory in the present position.

#### Section B Seniority

(1) The first four (4) months of a new employee's employment shall be a probationary period. A probationary employee shall have no security status in the classification in which employed and may be discharged any time during the probationary period, if in the opinion of the Board, the employee is not suited to the District's needs. Such action is nongrievable.

(2) An employee continued in employment for more than four (4) months shall have seniority rights within the District; such seniority shall be computed from the most recent date of employment in this unit.

(3) Seniority shall not be interrupted by reason of transfer, sick leave, or leave of absence authorized by the Board. An employee's seniority shall terminate if he/she:

(3.1) Quits, retires or is discharged, unless the discharge is reversed through the grievance procedure;

(3.2) Fails to return to work when recalled in accordance with the recall section of this Agreement.

(3.3) Is laid off for lack of work or funds for a continuous period equal to the seniority which the employee has acquired in the bargaining unit at the

time of layoff or eighteen (18) months, whichever is greater. This item shall not apply to employees laid off prior to the ratification of this agreement.

(4) The Board shall maintain an up-to-date seniority list at all times and make this list available to employees.

(5) If an employee is hired into a regular position after serving as a substitute in that position for six (6) continuous months, that employee's seniority date shall be the date of hire as a substitute in that assignment.

### Section C 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 proof of freedom from tuberculosis as determined by law.

(3) In the event a partial disability could affect an employee's ability to perform assigned responsibilities, the Board may request the employee to provide 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 ability to perform assigned responsibilities.

### Section D Employee Performance

(1) Employees shall receive an annual supervisor's statement regarding their individual performance. This statement shall be centered on the direct performance within the assignment but shall consider all duties and functions required in the position.

(2) Employees are expected to perform their required duties in an acceptable manner, to carry out all duties and responsibilities and to demonstrate appropriate behavior. It is recognized that the Board has the right to discipline to achieve such.

(3) Disciplinary action shall include reprimand, suspension and dismissal. Suspension and dismissal shall be only by an official in the Personnel Department, acting on authority of the Board of Education.

(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 and in a

discreet manner.

(6) At any time that deficiencies in performance are recognized, such deficiencies shall be immediately set forth in specific terms in writing and discussed with the employee. Specific ways shall be identified in which performance is to be improved and assistance shall be given. The employee shall receive a copy of any documents.

(7) After reasonable time for improvement, but within sixty (60) work days, a follow-up review of any areas of where performance deficiencies were reported shall take place. This follow-up shall be done by the supervisor who originally noted the deficiency, if possible.

(8) All material regarding employee performance shall be filed in the employee's personnel file and a copy provided the employee. The employee shall be required to sign that a copy was received.

### Section E Layoffs

(1) Reductions in the work force shall be affected through the following procedures:

(1.1) The necessary number of least senior employees shall then be laid off or displaced.

(1.2) If a student's IEPC calls for the services of a uniquely skilled person to work with deaf or bilingual clients, an employee who possesses that qualification may be retained over a more senior employee who does not have that qualification.

(2) Employees to be laid off shall be given at least fourteen (14) calendar days advance written notice of the layoff except when the layoff is caused by circumstances beyond the Board's control, such as an Act of God which would render a building inoperative for an extended period.

(3) Laid off full time employees shall be voluntarily placed in available part time positions, with the most senior employee having claim to the longest hour position.

(4) Laid off employees shall be voluntarily placed on the substitute list and called to substitute in order of seniority.

### Section F Recall

(1) The most senior employees shall be recalled to the first opening except in the case where a student's IEPC calls for the services of a uniquely skilled person to work with deaf or bilingual clients. In such a case, an employee who possesses that qualification may be recalled over a more

senior employee who does not have that qualification.

(1.1) For reasons of personal health, an employee may refuse recall to a position within a category of handicap with which they were not working at the time of layoff. Such refusal shall be without penalty except that the employee shall not be offered recall to other positions within this category of handicap.

(2) It shall be the employee's responsibility to keep the Board informed of current address.

(3) Recall shall be by written certified letter, 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 fourteen (14) calendar days after the date of delivery or proof of non-delivery. The Board may discharge an employee who fails to inform the Board of his/her intention to return to work within fourteen (14) calendar days after written notice of such recall is sent by certified mail or, having notified the Board of his/her intent to return, fails to do so within fourteen (14) calendar days after such notice is sent or upon the day established by the Board for his/her return, whichever is later.

(4) The Board may remove an employee from the recall list if he/she has been laid off for lack of work or funds for a continuous period equal to the seniority which the employee had acquired in the bargaining unit at the time of layoff or eighteen (18) months, whichever is greater. This item shall not apply to employees laid off prior to the ratification of this agreement.

#### Section G Maintenance of Standards

(1) The Board agrees that the general working conditions shall be maintained at least at the standard in effect at the time of signing this Agreement. This shall include types of duties, work load and general responsibility of employees. Conditions of employment shall be improved wherever specific provisions for improvement are made in this Agreement.

(2) During the term of this Agreement all work currently performed by employees, and all new like work shall be performed exclusively by employees.

#### Section H Transfers

(1) When transfers from one building to another are necessary, volunteers will be solicited with preference going to the teacher with the most seniority.

(2) If an involuntary transfer is necessary, the employee in the affected building with the least seniority will be transferred first.

(3) The Board shall only make internal transfers which are in the best interests of the instructional program and upon five (5) days notice to the Union, except in cases of emergency. Individuals awarded positions as a result of an internal transfer shall not be transferred from that position for at least one (1) semester, unless another transfer is necessary for the good of the instructional program.

## ARTICLE 8 GRIEVANCE PROCEDURE

### Definition

An employee with a claim considered to be a violation or misinterpretation or inequitable application of any of the provisions of the Agreement may register the claim in the following manner:

### Level One

Discuss the claim with the immediate supervisor with the object of resolving the matter informally. The grievance must be presented within ten (10) work days after the occurrence.

### Level Two

If the employee is not satisfied at Level One, a written grievance shall be filed with the appropriate Personnel Director within five (5) work days of the Level One Hearing. An Official in the Personnel Office shall review the claim and provide a hearing within five (5) work days of receipt of claim. The Association representative and grievant shall be present at this hearing. A written decision shall be issued to the Association and the grievant within five (5) work days after the hearing.

### Level Three

If the Association is not satisfied at Level Two, a written grievance shall be filed with the Executive Director Employee Relations within five (5) work days of the written decision at Level Two. The Executive Director Employee Relations shall review the claim and provide a hearing within five (5) work days of receipt of the claim. Association representative(s) not to exceed five (5), Board representative(s) and the grievant shall be present at this hearing. A written decision shall be issued to the Association and the grievant within five (5) work days after

the hearing.

#### Level Four

If the Association is not satisfied at Level Three, the Association shall within twenty (20) work days of the written decision at Level Three and by written notice to the Board, request arbitration. The cost of the arbitrator's services, including expenses if any, shall be borne equally by the Association and the Board. Necessary witnesses shall be released from assigned duties when arbitration is scheduled during work hours.

Within ten (10) work days after such notice to arbitrate, the Association and the Board shall endeavor to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties shall be bound by the rules and procedures of the American Arbitration Association. The arbitrator so selected will hear the matter as promptly as possible and will issue the decision within thirty (30) days from the date of the close of the hearings. The arbitrator's decision shall be in writing and will set forth findings of facts, reasoning and conclusions on the issue submitted.

The arbitrator's powers stem from this Agreement. The arbitrator's function is to interpret and apply the Agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement, nor to interfere with the exercise of the Board's rights and responsibilities, except as these are expressly limited by this Agreement. The arbitrator's decision shall be final and binding upon the Board and Association.

#### Exception

Nothing contained herein shall limit the right of an employee with a grievance to discuss the matter informally with any supervisory or administrative personnel, or to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. No written grievance shall be adjusted without prior notification to the Association and opportunity for a representative of the Association to be present. In the administration of the grievance procedure, the interest of the employee shall be the sole responsibility of the Association.

#### Time Limits

The time limits set forth in Level One through Level Four may be extended upon mutual consent of the parties. The

time limits set forth herein or agreed upon shall be adhered to by both parties. In the event that the Association fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Association with its answer at any level of the grievance procedure within the specified time limits, the Association may pursue the grievance at the next level. Notwithstanding the expiration of this Agreement, any grievance arising thereunder may be processed through the procedure until resolution.

#### ARTICLE 9 NO STRIKE CLAUSE

(1) Association officers and/or employees for the term of this Agreement shall not authorize, sanction, condone, nor engage in any strike as defined in compiled Laws 423.201 et al. A strike is defined as the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment.

(2) In the event of any such violation of this Article, the Association shall endeavor to return the employees to work as expediently and quickly as possible by:

(2.1) Delivering immediately to the Board evidence of notice to employees repudiating such acts of the employees and advising them to cease such acts and return to work.

(2.2) Taking such other action which it deems reasonable and appropriate to bring compliance with the terms of this Agreement.

(2.3) Taking prompt, affirmative action to prevent strikes by notifying the employees and the public that the Association and its officers disavow the action.

(3) There shall be no liability for damages on the part of the Association if it promptly takes such actions indicated herein.

(4) Should differences arise between the Board and the Association and/or employees as to the interpretation or application of the provision(s) of this Agreement or should any dispute of any kind arise, it is agreed that the grievance procedure is the appropriate avenue for resolution.

**ARTICLE 10 PAID LEAVE****Section A Leave Days**

(1) One-half (1/2) day per biweekly pay period worked shall be allowed each employee each year for the following reasons:

(1.1) Personal illness, disability, or quarantine of the employee.

(1.2) Serious illness, injury or disability in the immediate family of the employee (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).

(1.3) 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.

(1.4) Death in the family and/or household.

(2) Proof of illness, disability, or death may be required at any time.

(3) The unused portion of the annual leave days shall accumulate without limit.

(4) An employee absent due to an injury on the job shall have time deducted from the accumulated leave days at the rate of one-half (1/2) day for each day absent. An employee injured on the job and approved to receive Worker's Disability Compensation wages (starting after an absence of seven (7) work days) shall have time deducted from the employee's accumulated sick leave at the rate of one-half (1/2) day for each day for which Compensation is received. The total income received from Worker's Disability Compensation and Board sick leave payments shall not exceed the employee's regular wage.

(5) All leave accumulated by an employee shall be forfeited if the employee resigns or is dismissed.

**Section B Approved Leave Days**

(1) Three (3) days per school year may be used as Approved Leave days.

(2) Approved Leave days shall be deducted from accumulated sick leave.

(3) Approved Leave days shall not be cumulative.

(4) Approved Leave days may be used for the following reasons:

(4.1) Religious holidays which require absence from work.

(4.2) Transaction of legal business when it cannot be done at a time other than the employee's regular work hours.

(4.3) Emergency reasons acceptable to the Board.

(5) Approved Leave day requests shall be submitted at least five (5) work days in advance, unless an emergency makes this impossible.

### Section C Jury Duty

The Board shall pay the difference between the rate of jury pay and the employee's regular pay rate for time lost due to serving on jury duty.

### Section D Exclusions

Employees working less than six (6) hours per day shall be excluded from the provisions of this Article.

## ARTICLE 11 UNPAID LEAVES

(1) Leaves of absence without pay shall be authorized for employees with two (2) or more years of seniority in keeping with provisions and procedures outlined below:

(1.1) Certified personal illness, disability, or quarantine.

(1.1.1) To apply for such leave, a request must be presented in writing to an official in the Personnel Department accompanied by proof of personal illness, disability, or quarantine 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.

(1.1.2) To return from such leave, the employee shall immediately notify the Board in writing of termination of the illness, disability, or quarantine, indicate 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.

(1.2) Serious illness in the immediate family (mother, father, spouse, child, sister, brother, mother-in-law,

father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild).

(1.2.1) To apply for such leave a written request must be presented to an official in the Personnel Department accompanied by proof of illness by an appropriate authority to certify it is necessary for the employee to attend to the family needs.

(1.3) Death in the family (mother, father, spouse, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild).

(1.3.1) To apply for such leave, a written request must be presented to an official in the Personnel Department accompanied by proof by an appropriate authority to certify it is necessary for the employee to attend to the family needs.

(1.4) Association representation.

(1.4.1) To apply for such leave a written request must be presented to an official in the Personnel Department accompanied by appropriate certification that the employee holds an elected or appointed full-time position with the Association.

(1.5) Education

(1.5.1) To apply for such leave, a written request must be presented to an Official in the Personnel Office, accompanied by the program of study the employee is to pursue and proof of enrollment.

(2) Leave of absence, as described in Item 1 of this Section, shall be granted for a maximum of one (1) year and shall be renewable annually to a maximum of three (3) years. Seniority shall be broken and employment terminated if (1) the leave procedures are not followed, (2) a written request and appropriate certification for leave renewal is not made annually, or (3) the employee fails to notify the Board when the unpaid leave reason or condition no longer exists. Leaves of absence for the purpose of education shall be one (1) year and shall not be renewable.

(3) Within five (5) work days after expiration of sick bank, the employee must request, in writing, a leave of absence without pay and provide the necessary physician's certification. Such failure shall be considered a quit unless there are extenuating circumstances acceptable to the Board.

(4) A position cannot be guaranteed on return from a leave

of absence of over six (6) months, but the employee shall be placed as vacancies are identified. If more than one employee is waiting for vacancies to be identified, the employee with the most seniority shall be placed first.

(5) Employees may request a short term unpaid Leave of Absence. Short term Leaves shall be limited to a maximum of five work days, shall not be intended to extend an existing period of time off, shall be limited by availability of substitutes, and shall be limited by the amount of interruption to instruction as determined by the supervisor and an official in the Personnel Department. Written application stating the reason and the duration shall be submitted no later than fifteen (15) work days in advance to the supervisor. The employee shall be notified of the official in the Personnel Department's final decision within six (6) work days of application. Decisions of the official in the Personnel Department are final.

(6) Employees working less than six (6) hours per day shall be excluded from the provisions of this Article.

## ARTICLE 12 ECONOMIC FRINGE BENEFITS

### Section A Health Insurance

(1) The Board shall pay the health benefit cost 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 II. (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 II 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 of the month following 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 II 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 II.

(2.1) The School District of the City of Pontiac Health Benefit Plan II 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 during the term of this agreement shall be those available under The School District of The City of Pontiac Health Benefit Plan II as of February 1, 1983.

#### Section B Life Insurance

The Board shall provide group life insurance which has a face value of \$10,000.00 and which provides double indemnity for accidental death or dismemberment for employees who have completed their four (4) month probationary period of employment in the District and who apply for such coverage. Such protection shall be in accordance with the provisions of the insurance carrier.

#### Section C Long Term Disability

The Board shall provide Long Term Disability Insurance to each employee who applies. Benefits shall begin after a waiting period of 180 days and continue at sixty (60) percent of the employees normal gross salary to age seventy (70). The amount paid will be reduced by any primary remuneration received during the period from any Governmental Disability, or Retirement Plans, including Social Security, Michigan Public Schools Employees Retirement Fund and Worker's Disability Compensation.

(2) The amount paid will not exceed \$850.00 per month.

(3) The coverage shall be implemented consistent with the insurance carrier's rules and regulations.

#### Section D Holidays

(1) New Year's Day, Good Friday, Monday after Easter, Memorial Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas, and New Year's Eve are holidays without loss of pay providing (1) the employee works the last work day prior to the holiday and the first

work day after the holiday unless excused through legitimate illness and (2) the holiday falls in a regular assigned work week. The Board may require a doctor's statement that the employee was sick on the last work day prior to the holiday and/or the first work day after the holiday.

(2) If a holiday falls on Sunday, the following Monday will be a holiday if school is not in session. If Monday is already a holiday, then Friday immediately prior to the holiday will be a holiday providing school is not in session. If a holiday falls on Saturday, the day of Friday immediately prior to the holiday shall be a holiday providing school is not in session. 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 may not receive the same day but shall be scheduled based on the District's needs.

(3) The holiday pay shall be a sum computed by multiplying the employee's current hourly rate of pay times the number of hours in the normal work day.

#### Section E Vacation

(1) Vacation with pay shall be granted to employees according to the following schedule:

| Wage Schedule<br>Step | Vacation Days for<br>185 Day Employee | Vacation Days for<br>230 Day Employee |
|-----------------------|---------------------------------------|---------------------------------------|
| 1                     | 4                                     | 5.0                                   |
| 2                     | 6                                     | 7.5                                   |
| 3                     | 8                                     | 10.0                                  |
| 4                     | 10                                    | 12.5                                  |
| 5                     | 12                                    | 15.0                                  |

(2) The vacation day allocation is computed on June 30 based on the wage schedule step of the employee at that time and allocated to be used July 1 or after.

(3) Employees who have worked less than a full year or who have been actively employed for less than a full year shall have their vacation allocation prorated.

(4) Vacation days shall be taken when school is not in session. If an employee has exhausted all leave days due to an extended illness, that employee may use vacation days with the approval of an official in the Personnel Department.

(5) An employee who resigns with two (2) week's notice shall receive vacation pay prorated on the basis of vacation time earned for the current year and any accumulated from the past year.

(6) Vacation days may not be carried beyond June 30.

(7) Vacation days lost consequent to rescheduled days of instruction may be either rescheduled on days elected by the employee or be paid at the regular daily rate.

#### Section F Tuition Reimbursement

(1) \$4,000.00 shall be provided to reimburse employees for tuition costs for courses completed during the period July 1 through June 30 of each school year. The procedure outlined below shall be followed in administration of this reimbursement program:

(1.1) Courses completed must be approved in advance by the Director of Special Education and related to (or required in a program related to) working within SMI, SXI, or TMI programs.

(1.2) Employees shall submit a request for reimbursement for courses taken during each fiscal year (July 1 - June 30) by June 30 of each year. Official transcripts and receipts shall be submitted by July 15. Reimbursement shall be made during September to employees who are employed in the District at that time.

(1.3) Employees shall be entitled to receive full reimbursement of tuition costs providing that the appropriation of \$4,000.00 each year is sufficient to meet all claims. In the event that the cost of the claims exceed the appropriation, reimbursement shall be made on a pro rata basis.

#### Section G U.S. Savings Bonds

Employees shall be provided the opportunity to enroll in a payroll deduction plan for the purchase of United States Savings Bonds. Information of this plan shall be available in the Payroll Office.

#### Section H Inclement Weather

Effective July 1, 1986, when schools are closed due to inclement weather or emergency on instructional days, employees shall not work and shall not be compensated. Days of instruction missed because of inclement weather shall be rescheduled and employees shall be scheduled to work the make-up days at their regular daily rate of compensation.

#### Section I Dental Benefit

(1) Upon submission of a written application, the Board shall pay the dental benefit cost for up to full family coverage for each eligible employee within the following

framework.

(1.1) Dental benefits will provide 50 percent payment of customary and reasonable charges for basic dental services and 50 percent payment of the customary and reasonable prosthodontic charges. Services shall have an individual maximum of \$1,000 per benefit year.

(1.2) Newly hired employees will become eligible for dental benefits on the first day of the month following the month in which work commenced. If the employee is absent from work on the date when benefits would otherwise become effective, the effective date of coverage will be deferred to the first day the employee is actively at work.

(2) Dental benefits shall provide for both internal and external coordination of benefits and shall be implemented in accordance with the rules and regulations of the provider as set forth in the master contract held by the policyholder.

#### Section J Exclusions

Employees working less than six (6) hours per day shall be excluded from the provisions of this Article.

#### ARTICLE 13 WAGE SCHEDULE

(1) The wage schedule to take effect July 1, 1985 and to cover the period of employment through June 30, 1988 shall be as follows:

| Step | Requirements       | Hourly rate effective: |              |              |
|------|--------------------|------------------------|--------------|--------------|
|      |                    | July 1, 1985           | July 1, 1986 | July 1, 1987 |
| 1    | 0 years experience | \$6.27                 | \$6.65       | \$7.05       |
| 2    | 1 years experience | 6.72                   | 7.12         | 7.55         |
| 3    | 2 years experience | 7.23                   | 7.66         | 8.12         |
| 4    | 3 years experience | 7.91                   | 8.38         | 8.88         |
| 5    | 4 years experience | 8.58                   | 9.09         | 9.64         |

(2) At the time of employment, employees shall receive a maximum of one (1) year of experience credit on the wage schedule for:

(2.1) Fourteen (14) semester hours of courses related to working within programs for the severely or

moderately impaired. These credits shall be subject to the approval of the Director of Special Education, or;

(2.2) Two (2) years of work experience in programs for the severely or moderately impaired, or;

(2.3) A combination of 2.1 and 2.2 equivalent to 2.1 or 2.2.

(3) The wage increases effective July 1, 1985, shall be retroactive to July 1, 1985, to active employees at the time of ratification of this Agreement.

ARTICLE 14 DURATION OF THE AGREEMENT

(1) This Agreement incorporates the entire understanding of the Association and the Board in respect to wages, hours of employment, or other conditions of employment which have been the subject of negotiation. During the term of this Agreement neither party shall be required to change any matter in this Agreement.

(2) This Agreement shall continue in full force and effect through June 30, 1988.

(3) This Agreement shall become effective February 6, 1986.

BOARD OF EDUCATION

Date \_\_\_\_\_

By Norma J. Kubland  
President

By [Signature]  
Secretary

MICHIGAN EDUCATIONAL SUPPORTIVE PERSONNEL ASSOCIATION

Date June, 86

By Patricia C. White  
President

By Lee Longfield  
Chief Spokesperson