

6-30-74

Highland Park

A G R E E M E N T

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

and

HIGHLAND PARK ASSOCIATION OF EDUCATIONAL SECRETARIES

1972-1974

MERC  
603 Dept of Labor Bldg  
7310 Woodward Avenue  
Detroit, Michigan 48202

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

INDEX

Agency Shop p. 1 a. 2  
Appendix p. 20 a. 32  
Bulletin Boards p. 18 a. 21  
Board Information - Access to p. 5 a. 6  
Child Care Leave p. 15 a. 18 (d)  
College Tuition p. 19 a. 25 (c)  
Classifications - new p. 18 a. 22  
Communications p. 5 a. 8  
Deductions - payroll p. 5 a. 7  
Discharge p. 7 a. 10  
Discipline p. 7 a. 10 20  
Duration of Agreement p. ~~3~~ a. 34  
Death in Immediate Family p. 12 a. 16  
Dues or Service Charge Checkoff p. 2 a. 3  
Employee Safety p. 18 a. 23  
Experience Credit - new hires p. 10 a. 13 (h)  
Fair Employment Practices p. 5 a. 5  
Grievance Procedure p. 6 a. 9  
Holidays - Paid p. 17 a. 20  
Hospitalization p. 18 a. 25 (a)  
Illness in Immediate Family p. 12 a. 16  
Jury Duty p. 18 a. 23  
Leave of Absence p. 13 a. 18  
Leave Without Pay p. 13 a. 18  
Life Insurance p. 18 a. 25 (b)  
Management Rights p. 5 a. 4  
Maternity Leave p. 14 a. 18 (c)  
Medical Coverage p. 18 a. 25  
Meetings p. 5 a. 8  
Military Leave p. 14 a. 18 (b)  
Nervous Disorder p. 19 a. 28  
Overtime p. 10 a. 13 (e)  
Paid Holidays p. 17 a. 20  
Payroll Deductions p. 5 a. 7  
Personal Business Leave p. 12 a. 17  
Physical Examinations p. 19 a. 27  
Printing of Agreement p. 21 a. 35  
Probationary Employees p. 8 a. 11  
Project Employees p. 20 a. 30  
Promotions p. 8 a. 12  
Ratification p. 20 a. 33  
Reassignments p. 8 a. 12  
Recognition p. 1 a. 1  
Reduction in Forces p. 9 a. 12 (g)  
Resignations p. 20 a. 29  
Salary Schedule p. 23  
Sick Leave p. 11 a. 14  
Signatures p. 22  
Strike - no p. 20 a. 31  
Summer Hours p. 10 a. 13 (d)  
Termination of Employment p. 20 a. 29  
Transfers p. 8 a. 12  
Tuberculosis Examinations p. 19 a. 26  
Tuition - College p. 19 a. 25 (c)  
Vacancies p. 8 a. 12 (c)  
Vacations p. 16 a. 19  
Work Day p. 9 a. 13 (a)  
Workmen's Compensation p. 12 a. 15  
Work Schedule p. 9 a. 13  
X-rays - chest p. 19 a. 26

## A G R E E M E N T

THIS AGREEMENT entered into on this 1st day of July, 1972 between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK (hereinafter referred to as the "Employer") and the HIGHLAND PARK ASSOCIATION OF EDUCATIONAL SECRETARIES (hereinafter referred to as the "Association").

It is mutually agreed as follows:

### 1. RECOGNITION

The Employer recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment for the entire term of this Agreement for all secretarial and clerical staff in the School District of the City of Highland Park, excluding the secretary to the Superintendent of Schools, the secretary to the Assistant Superintendent-Personnel, secretary to the Assistant Superintendent-Business, and all newly employed probationary personnel.

### 2. AGENCY SHOP

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

(b) No employee shall be terminated under this Article unless:

(1) The Association first has notified the employee by letter, explaining that he is delinquent in not tendering either periodic and uniformly required Association dues or the service charge in an amount equivalent to the periodic and uniformly required Association dues, and specifying the current amount of such delinquency, and warning him that unless such dues or service charge or a properly executed wage deduction authorization are tendered within thirty days of such notice, he will be reported to the Employer for termination as provided in this Article.

(2) The Association has furnished the Employer with a copy of the letter sent to the employee and notice that he has not complied with the Association's request. When requesting the Board to terminate the employee, the Association shall further specify the following by written notice:

"The Association certifies that \_\_\_\_\_

(Name)

has failed to tender either the periodic and uniformly required Association dues or service charge required as a condition of continued employment under the collective bargaining Agreement and demands that, under the terms of the Agreement, the Employer shall terminate this employee."

2. AGENCY SHOP (CONTINUED)

(c) The Employer agrees that, within five days of the receipt of the notice provided in the last preceding paragraph, it shall notify the employee that his services shall be terminated at the end of the pay period next following the pay period in which the Employer's notice is sent to the employee unless in the meantime the employee tenders the required dues or service charge or a properly executed wage deduction authorization. If the employee fails to comply within the required time, the Employer agrees to terminate the employee at the end of the pay period following the pay period in which the Employer's notice to the employee is sent; provided, however, that in the case of non-probationary employees who did not hold membership in the Association as of June 30, 1972, the effective date for termination of employment shall be June 30, 1973, and the notice to the employee shall be to the effect that such employee will be terminated on June 30, 1973 unless such employee tenders the required dues or service charge or a properly executed wage deduction authorization by the end of the pay period next following the pay period in which the Employer's notice is sent.

(d) The Association agrees that in the event of litigation against the Employer, its agents or employees arising out of this provision, the Association will co-defend and indemnify and hold harmless the Employer, its agents, or employees for any monetary award arising out of such litigation.

3. DUES OR SERVICE CHARGE CHECKOFF

(a) During the life of this Agreement, the Employer will deduct current uniform and periodic Association dues or service charge from the pay of each bargaining unit employee who voluntarily executes and delivers to the Employer either of the following authorization forms (Form A or Form B):

FORM A  
VOLUNTARY AUTHORIZATION FOR DEDUCTION  
OF ASSOCIATION DUES

Name \_\_\_\_\_  
Social Security No. \_\_\_\_\_  
School or Building \_\_\_\_\_

I authorize the Highland Park Board of Education to deduct from wages earned or to be earned by me monthly Association dues as certified to the Board by the financial officer of the Highland Park Association of Educational Secretaries, and to remit the same to the Association at such time and in such manner as may be designated by the Assistant Superintendent-Business but not less than monthly.

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

\_\_\_\_\_  
(Signature of Employee)

3. DUES OR SERVICE CHARGE CHECKOFF (CONTINUED)

\_\_\_\_\_  
(Social Security # of Employee)

\_\_\_\_\_  
(Date of Signing)

\_\_\_\_\_  
(Date of Delivery to Board)

FORM B  
VOLUNTARY AUTHORIZATION FOR DEDUCTION  
OF SERVICE CHARGE

Name \_\_\_\_\_  
Social Security No. \_\_\_\_\_  
School or Building \_\_\_\_\_

I authorize the Highland Park Board of Education to deduct from wages earned or to be earned by me a monthly service charge as certified to the Board by the financial officer of the Highland Park Association of Educational Secretaries and to remit the same to the Association at such time and in such manner as may be designated by the Assistant Superintendent-Business but not less than monthly.

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

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Social Security # of Employee)

\_\_\_\_\_  
(Date of Signing)

\_\_\_\_\_  
(Date of Delivery to Board)

3. DUES OR SERVICE CHARGE CHECKOFF (CONTINUED)

(b) The following certification form shall be used by the Association when certifying membership dues or service charge:

CERTIFICATION OF FINANCIAL OFFICER OF  
HIGHLAND PARK ASSOCIATION OF EDUCATIONAL  
SECRETARIES

I certify that until further notice the membership dues or service charge payable under Article 3 of the current collective bargaining agreement is \$ \_\_\_\_\_ per month for the months September through June.

Date \_\_\_\_\_

Signature \_\_\_\_\_  
Financial Officer

Date of Delivery to Board \_\_\_\_\_

(c) Payroll deductions shall be made monthly in a manner determined by the Assistant Superintendent-Business; provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Association Dues" or "Voluntary Authorization for Deduction of Service Charge" and (2) the certification of the Association's financial officer as to the amount of the monthly Association dues or service charge has been delivered to the Employer at least fifteen calendar days prior to the first payday of the calendar month. Changes in the amount of the monthly Association dues or service charge also must be delivered to the Employer at least fifteen calendar days prior to the first payday of the calendar month on which the change is to become effective.

(d) A bargaining unit employee may revoke his "Voluntary Authorization: for deduction of Association dues or service charge at any time by written notification to the Employer on a form provided by the Employer, provided notice of such revocation is given to the Association. Payroll deductions shall terminate when a revocation has been delivered to the Employer at least thirty calendar days prior to the last payday of the calendar month.

(e) All sums deducted by the Employer shall be remitted to the financial officer of the Association once each month by the fifteenth calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made.

(f) The Employer shall not be liable to the Association by reason of this Article 3 for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Association shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article 3, or in reliance on any list, notice, certification or authorization furnished under this Article 3.

4. MANAGEMENT RIGHTS

Except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the School District of the City of Highland Park and to direct its employees.

5. FAIR EMPLOYMENT PRACTICES

The Employer agrees that neither it nor any of its administrative agents shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, political activities, or membership or participation in the activities of the Association or any other employee organizations. The Association agrees that it shall admit all employees to its membership without discrimination by reason of race, creed, color, national origin, sex, marital status or prior membership or past participation in the activities of any employee organization. Membership in the Association shall not be required as a condition of employment of any employee with the Employer.

6. ACCESS TO BOARD INFORMATION

The Employer will provide the Association at the beginning of each calendar year with a complete list of bargaining unit members, their appropriate budget categories, salary levels, and also provide a listing of job classifications and location of each job classification.

7. PAYROLL DEDUCTIONS

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

- (a) Tax Deferred Annuities
- (b) U.S. Savings Bonds
- (c) Credit Union Monies
- (d) Insurance
- (e) Monthly Association Dues

Individual authorization forms shall be furnished by the appropriate organization involved and, when executed, filed individually or cooperatively with the Business Office in the manner prescribed by the Business Office. The Employer agrees to disburse these deductions for the purposes intended. All procedures for these payroll deductions shall be established by the Assistant Superintendent-Business.

8. MEETINGS AND COMMUNICATION

(a) The Association may have the right to use school building facilities for Association meetings after regular class hours provided that:

(1) Such meetings occur during the regular shift hours of the custodians for the building in question.

(2) Request is made to the principal not less than three days in advance, except in cases of unusual circumstances when this is not possible.

8. MEETINGS AND COMMUNICATION (CONTINUED)

(3) There is no conflict with other school activities which preclude Association usage of such facilities.

The principal shall advise the Association within one school day after the request as to whether a room is available.

(b) The Association will be allowed three meetings per year to be held at 3:15 p.m. in one of the school buildings. These meetings will be held for the purpose of in-service training in October, January, and April. These meetings shall be planned cooperatively by the Association and the Administration. An additional in-service training meeting may also be called during one day of the Fall teachers' institute if desired by the Association and the Administration.

(c) Association members shall be granted permission and urged to attend the Wayne County Association of Educational Secretaries meeting held one day during the Fall teachers' institute.

(d) Bulletin boards and other district established media of communication shall be made available to the Association.

9. GRIEVANCE PROCEDURE

(a) A grievance is a complaint by a bargaining unit employee or by the Association for an employee or in its own behalf concerning (1) any alleged violation of this Agreement; or (2) any disciplinary action.

(b) All grievances shall be handled by the following procedure:

Any aggrieved secretarial or clerical employee shall have the right of Association representation of her or his choice in presenting her or his grievance in the following order:

STEP 1 To the immediate supervisor where the employee will receive an answer within three (3) working days.

STEP 2 Within ten (10) school days after the delivery of the immediate supervisor's decision the grievance may be appealed to the Assistant Superintendent-Personnel or his authorized delegate. At this point the grievance must be in writing and the answer in writing within five (5) working days.

STEP 3 Within ten (10) school days after the delivery of the reply of the Assistant Superintendent-Personnel, or his authorized delegate, the grievance may be appealed to the Superintendent and the answer shall be given in writing within ten (10) working days.

STEP 4 The Association may appeal the decision of the Superintendent as provided in step 3 above to the Board of Education within ten (10) working days.



9. GRIEVANCE PROCEDURE (CONTINUED)

STEP 5 Within ten (10) school days after delivery of the Employer's decision, the grievance may be appealed to advisory arbitration by the Association. The arbitrator shall be selected, and the arbitration shall be conducted, under the rules of the American Arbitration Association. The fees and expenses of the arbitrator and of the American Arbitration Association shall be shared equally by the Employer and the Association. The arbitrator's decision shall be advisory only and shall not be binding upon any party. The arbitrator shall confine his opinion to the sole question of whether or not there has been a violation of this Agreement or whether any disciplinary action was unjust or improper. He shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Employer or administration.

(c) The officers of the Association of which the employee is a member, or a committee designated by them, may have access to all papers concerned provided written permission of the individual is obtained in advance.

(d) Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within five (5) school days following the act or condition, which is the basis for the grievance, shall bar the grievance. Failure to appeal a decision within five (5) school days after answer has been given at preceding step shall be deemed a withdrawal of the grievance and shall bar further appeal. Time limits may be extended in a specific instance by mutual agreement in writing.

(e) Any party to a grievance shall have the right to representation by legal counsel at Step 4 above; provided, however, that no employee may be represented by counsel for any employee organization other than the Association.

(f) It shall be the general practice of all parties to process grievance procedures during times which do not interfere with the assigned duties of the individuals involved.

(g) The secretary of the Association shall be recognized by the Board as the official representative of the Association to receive official communications under this grievance procedure.

10. DISCHARGE AND DISCIPLINE OF NON-PROBATIONARY EMPLOYEES

(a) Written notice of discharge or discipline

The Employer agrees promptly upon the discharge or discipline of a non-probationary employee to notify the president of the Association.

(b) The discharged or disciplined non-probationary employee may discuss the discharge or discipline with the president of the Association and the employee's supervisor.

(c) Appeal of Discharge

10. DISCHARGE AND DISCIPLINE OF NON-PROBATIONARY EMPLOYEES

Should the discharged non-probationary Employee or the president of the Association consider the discharge to be improper, a complaint shall be presented in writing through the president to the Assistant Superintendent-Personnel within two (2) regularly scheduled working days of the discharge. The Assistant Superintendent-Personnel will review the discharge and give his answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Association, the matter may be processed through the grievance procedure beginning with Step 3 above.

11. PROBATIONARY EMPLOYEES

A new employee must serve a probationary period of 120 work days. As a general condition, this probationary period will not be extended beyond the 120 work days. At the end of the probationary period, the new employee will either be placed on a permanent status or be dismissed. The Employer shall have the right to discharge and discipline probationary employees and the action is not subject to appeal or grievance by the Association.

12. PROMOTIONS, RE-ASSIGNMENTS, TRANSFERS AND REDUCTION IN FORCES

(a) The Association and district agree that transfers of employees from one position to another may be disturbing to the individual involved; however, it is sometimes necessary to transfer a member of the bargaining unit to another position in order to continue to serve the educational needs of the children of the School District of the City of Highland Park. Prior to making such transfers, the matter will be discussed by the Assistant Superintendent-Personnel and the employee.

(b) The Employer will relocate employees at their request when (1) there is a vacancy (2) it is determined by the Assistant Superintendent-Personnel that the individual requesting the transfer has the necessary skills and abilities to perform the work at the new position.

(c) The Employer agrees to notify all members of the bargaining unit of any vacancy covered by this Agreement at least ten (10) days prior to a closing date established by the Personnel Division for applications. Notices should include:

- (1) Job Title and General Description
- (2) Salary Classification
- (3) Job Location
- (4) Length of Year
- (5) Qualifications

(d) Employees interested in consideration for a vacancy must make written application for the position not later than the specified closing date. If the position is filled by an employee from within the School District, the employee's new salary shall begin on the effective date of the new assignment as specified in writing by the Assistant Superintendent-Personnel.

12. PROMOTIONS, RE-ASSIGNMENTS, TRANSFERS AND REDUCTION IN FORCES (CONTINUED)

(e) Any employee being transferred to a different classification must complete a satisfactory probationary period of no more than 90 days in that classification.

(f) In the case of a transferred or promoted employee whose probationary period is unsatisfactory, the employee will be returned to her or his former classification but not necessarily to the former position.

(g) Any members of the bargaining unit whose service has been terminated because of necessary reduction in personnel shall be appointed to the first vacancy for which they are qualified based on seniority in their last classification.

(h) A salary change resulting from a permanent or temporary change in position shall take effect with the assumption of the duties of the new position. The salary change shall be one of the following: (1) to the minimum salary for the new position, or (2) to the salary step on the appropriate schedule which is at least one salary increment higher than the salary concurrently being paid the person concerned, or (3) shall be the payment of any supplemental salary allowances approved for the position.

13. WORK SCHEDULE

(a) A work day shall consist of 7½ hours, not including lunch time. The work day schedule shall be as determined by the Assistant Superintendent-Personnel and indicated in the twelve month school calendar. All secretarial-clerical personnel may be allowed a 15 minute relief period in both the morning and afternoon whenever it is possible to arrange with their immediate supervisor.

(b) All secretarial-clerical personnel are employed either 42, 46, or 52 calendar weeks. The work year of the 52 week employee is from July 1 through June 30. The work year of the 42 week and 46 week employees is defined as follows:

(1) The work year of the 42 week employee is the regular school calendar for teachers plus 10 working days. This normally means that a 42 week secretary reports to work 5 days prior to the beginning day for teachers and is required to work 5 days following the last day of school or work for teachers.

(2) The work year of the 46 week employee is the regular school calendar for teachers plus 30 working days. This normally means that a 46 week secretary reports to work 15 days prior to the beginning day for teachers and is required to work 15 days following the last day of school or work for teachers. During the regular school year the total work days shall be the same as the 42 week employee.

(3) Assignment of working schedules affecting those 10 and 30 working days is subject to assignment or approval by the Assistant Superintendent-Personnel.

13. WORK SCHEDULE (CONTINUED)

(c) The regular work week shall be considered to be 37½ hours.

(d) The work week during the summer months shall be 35 hours beginning with the Monday following the last day of work for the 42 week employee work schedule and ending with the Friday previous to the first day of work of the 42 week employee work schedule.

(e) It is the policy of the Employer to keep overtime at a minimum. Pay for emergency overtime authorized by the immediate supervisor and approved by the Assistant Superintendent-Business shall be at time and a half for all hours in excess of 40 hours in any work week.

(f) A written notice of resignation shall be filed with the Assistant Superintendent-Personnel at least two weeks prior to the date of leaving.

(g) Unexcused absences immediately prior to or following a holiday or vacation period shall result in a loss of pay.

(h) A maximum of three years experience credit on the salary schedule may be granted if a new employee has had work experience directly related to the job classification. The granting of this experience credit shall be at the discretion of the Superintendent of Schools or his designated representative. Any new hire placed on Step 1, 2, or 3 will be advanced as follows:

(1) If a new hire was employed prior to December 31 and placed on Step 1, that person would be advanced to Step 2 upon successfully completing six months probation. On the succeeding July 1, that person would be advanced to Step 3.

(2) If a new hire were employed on or after January 1 but prior to July 1, they would be advanced to Step 2 upon the successful completion of six months probation. They would not be advanced to Step 3 until July 1 of the following calendar year.

(3) If a new hire were employed prior to December 31 and placed on Step 2 they would be advanced to Step 3 on the succeeding July 1.

(4) If a new hire were employed on or after January 1 but prior to July 1 and placed on Step 2, they would be advanced to Step 3 at the end of their successful six month probationary period.

(5) If a new hire were employed prior to December 31 and placed on Step 3 they would be moved to Step 4 on the next succeeding July 1.

(6) If a new hire were employed on or after January 1 but prior to July 1 and placed on Step 3, they would be moved to Step 4 at the satisfactory completion of six month probationary period.

14. SICK LEAVE

(a) At the time of initial employment, each employee in the bargaining unit shall have ten (10) days of sick leave privilege to be used as necessary during the school year. If the time of initial employment is other than the beginning of a school year, the sick leave privilege will be prorated in terms of the time remaining in the school year.

(b) After one (1) school year and through the fifth (5th) school year of continuous service in the Highland Park Schools, each employee in the bargaining unit shall have a total of forty (40) days of sick leave available at the beginning of each school year, except as hereinafter provided.

(c) After five (5) school years of continuous service in the Highland Park schools and each year through the tenth (10th) school year of such employment, each employee in the bargaining unit shall have a total of seventy (70) days of sick leave available at the beginning of each school year, except as hereinafter provided.

(d) After ten (10) or more school years of continuous service in the Highland Park schools, each employee in the bargaining unit shall have a total of one hundred days of sick leave available at the beginning of each school year, except as hereinafter provided.

(e) If an employee is unable to resume his assigned duties after his sick leave entitlement expires, he shall be placed on leave without pay and may continue on such leave for a period not to exceed one year. If, at the end of one year on such leave without pay, he is unable to resume his assigned duties, his employment will terminate. However, if at some later time the employee is deemed able to resume employment, he will rank first for consideration among candidates for any position for which he is qualified and, upon re-employment, shall receive rights and benefits commensurate with those available to him at the time of his incapacitation.

Under provisions of (b), (c) and (d) above, if, at some time during the year in which he is on leave without pay the employee is deemed able to resume his assigned duties, he will, for the remainder of the half-work-year in which he resumes his assigned duties, be entitled to 10 days of sick leave and, at the beginning of the next half-work-year, he again will have available the full sick leave to which his years of service entitle him.

(f) It shall be the prerogative of the Employer to evaluate the sick leave record and to judge the advisability of continuing further sick leave entitlement to any employee whose state of health is such as to necessitate the use of a major portion of sick leave entitlement in two (2) successive years.

(g) An employee in the bargaining unit will not be permitted to return to his assignment without permission of the Superintendent if it is necessary for him to use crutches, or if portions of his body are encumbered by bandages or in slings, or if the condition of his body is such as to be deemed hazardous to his personal welfare and safety.

14. SICK LEAVE (CONTINUED)

(h) A person who concludes a work year on sick leave and who is unable to resume his assigned duties at the beginning of the next work year, will be continued on sick leave into the new work year for a period of time equal to the remainder of sick leave unused at the end of the previous work year.

(i) An employee who has been absent ten (10) or more consecutive work days because of illness shall, upon his return and before resuming his assigned duties, furnish to the administrator in charge of Personnel a certification of fitness to resume his normal duties. Such certification shall be signed by a competent physician of the employee's own choice, shall state the nature of the illness or injury, and shall certify that the employee is fit and able to resume his assigned duties.

(j) Sick leave is to be utilized only for the purposes intended and shall not be abused. The employer shall have the right at its own expense to have employees on sick leave examined at such times and intervals as the Employer shall determine. If it appears after examination that an employee on sick leave is not sick in fact, all sick leave for such employee shall terminate forthwith and the employee shall be subject to disciplinary action.

15. WORKMEN'S COMPENSATION

An employee in the bargaining unit sustaining injury or occupational disease arising out of and in the course of employment by the Employer shall be continued on the payroll to the extent of his sick leave reserve; provided that where he receives income under the Michigan Workmen's Compensation Act, such income shall be supplemented by the Employer with an amount sufficient to maintain his regular salary for a period not to exceed his sick leave reserve, and such reserve shall be charged only for that portion in excess of the compensation payment.

16. ILLNESS OR DEATH IN THE IMMEDIATE FAMILY

An employee in the bargaining unit shall be allowed five (5) working days annually as leave days not to be deducted from sick leave for illness or death in the employee's immediate family. Immediate family is to be defined as follows: Mother, Father, Sister, Brother, Wife or Husband, Son or Daughter, Mother-in-law and Father-in-law. The Superintendent may extend this definition upon application in unusual cases.

17. PERSONAL BUSINESS LEAVE

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

(b) Except in cases of emergency, personal business leave with pay will not be granted in the week prior to or the week following a vacation period, or in the first or last week of the school year.

17. PERSONAL BUSINESS LEAVE (CONTINUED)

(c) Examples of allowable reasons for absence considered personal and private:

- (1) Required appearance in a court of law involving no moral turpitude on the part of the employee.
- (2) Presence required by Department of Internal Revenue.
- (3) Unusual circumstances which may be considered on their merits by the Superintendent of Schools.

(d) Except in cases where extreme emergency circumstances prevent, approval of Personal Business Leave must be obtained in advance of the absence. A written request, including circumstances, for Personal Business Leave shall be originated prior to the time leave is requested and shall be submitted to the principal or supervising administrator who will acknowledge the request and forward it to the administrator in charge of Personnel for approval or disapproval.

Except in cases of extreme emergency, failure to submit a written request for Personal Business Leave and to have such leave approved in advance of the absence will result in forfeiture of pay for the absence.

18. LEAVE WITHOUT PAY

(a) Personal Leave of Absence Without Pay

(1) Any non-probationary person who has been employed by the Board of Education for a minimum period of three (3) consecutive years shall, on written request, be allowed a personal leave, without pay, for good and sufficient reason, provided it does not in any way injure the school program. Such leave may be for one-half of a work year or a maximum of one full year. Applications for personal leave of absence must be submitted by March 1 for leaves beginning the first half of a work year and by October 15 for leaves beginning the second half of the work year. Provided, any person who has exhausted his or her sick leave with pay and is not able to resume full employment shall be eligible to make a written request for personal leave without pay for a period of estimated time not to exceed the current school year within 20 work days after the depletion of the leave bank. Failure to file such a request shall be considered as intent of the employee not to seek further employment in the school system.

(2) Personal Leave of Absence to take other employment will not be granted except as specifically stated in other parts of this Agreement.

(3) If, at the expiration of the personal leave a person wishes to resume employment with the School District, it shall be his responsibility to initiate a request on or before the above dates as listed in item (1) above of the year preceding the expected resumption of employment. Failure to initiate such a request by the above dates of the year specified will indicate a lack of intent to resume employment with the School District.

18. LEAVE WITHOUT PAY (CONTINUED)

(4) Personal leave of absence may be extended for a maximum of one additional year beyond the original request.

(5) Persons returning from a personal leave of absence shall be considered first on the list of qualified candidates when a position is open requiring a person with his or her qualifications.

(6) Upon return from a personal leave without pay, the employee shall be placed on the salary schedule step for which he or she was eligible when employee left for said leave.

(b) Military Leave

Any employee in the bargaining unit who may enlist, be drafted or be recalled into active duty of any branch of the United States Armed Forces, shall make application in writing for military leave. All aspects of military leave and return therefrom will be governed by applicable provisions of state and federal laws in effect at the time in question.

(c) Maternity Leave of Absence

(1) The Board of Education shall grant a leave of absence without pay for maternity upon written request for such leave by the employee and certification of pregnancy by the employee's physician. Such leaves will be counted as credit towards steps on any salary schedule.

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

(3) The effective date of separation for maternity reasons shall be the date specified by the employee's physician as described in sub-section (2) above.

(4) Within two weeks after delivery, the employee shall provide the administrator in charge of Personnel with a statement from her physician specifying the date when, so far as the health of the employee herself is concerned and without respect to any aspect of care and feeding of the child, the employee is able to resume full time employment in her position without danger to the employee's health and without impairment in any way of the employee's ability to perform her duties.

(5) The date of resumption of employment in her position shall be the date specified by the employee's physician as described in sub-section (4) above.



18. LEAVE WITHOUT PAY (CONTINUED)

(6) The employee may apply up to 20 days of sick leave to her maternity leave, provided this number does not exceed the number of sick leave days to which she is entitled when her maternity leave begins.

(7) The Board reserves the right, at its option and expense, to have the employee examined by a physician designated by the Board with respect to the proper ending date of the leave as set forth in sub-section (4) above. The employee will make herself available for such examination and will cooperate in furnishing any necessary information in connection therewith. The Board-designated physician will provide the Board and the employee with a statement specifying the same information as that required from the employee's physician as described in sub-section (4) above. In the event of conflict between the statements of the two physicians, the statement of the Board-designated physician shall control.

(8) It is agreed that the failure of any employee to comply with any of the foregoing requirements shall be just cause for termination of her services.

(d) Child Care Leave of Absence

(1) The Board of Education shall grant a leave of absence without pay for care of an employee's new-born child upon written request for such leave by the employee, and certification of the birth by the employee's physician. Such leaves will not be counted as credit toward steps on any salary schedule.

(2) The request for child care leave shall be submitted at the same time as the request for maternity leave described in Section 18 (c) above. The child care leave will begin at the date for expiration of maternity leave as described in Section 18 (c) above, and will end, at the employee's option, at the beginning of either the first or second school year following expiration of the maternity leave, and at no other time.

Examples:

(a) Child born April 1, 1973. Maternity leave expires April 15, 1973. Child care leave expires, at employee's option, either at beginning of 1973-74 school year or at beginning of 1974-75 school year.

(b) Child born October 15, 1973. Maternity leave expires November 7, 1973. Child care leave expires, at employee's option, either at beginning of 1974-75 school year or at beginning of 1975-76 school year.

The employee shall specify her election as to the ending date of child care leave in her application for such leave. Such election may not thereafter be changed without written consent of the Superintendent.

18. LEAVE WITHOUT PAY (CONTINUED)

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

19. VACATIONS - 12 MONTH EMPLOYEES

(a) Vacations will be granted to 12 month employees by the Employer at such times during the year as are suitable considering both the wishes of employees and efficiency of the operation of the department concerned.

(b) Vacations will be granted to 12 month employees by the employer as indicated by the following schedule:

|               |                |                 |                |
|---------------|----------------|-----------------|----------------|
| 6 mo. to      | 1 year to      | 5 years to      | 15 years       |
| <u>1 year</u> | <u>5 years</u> | <u>15 years</u> | <u>or more</u> |
| 5 days*       | 10 days**      | 15 days***      | 20 days****    |

(Days are defined as working days.)

\*Provided the six months shall have been served by July 1 of the school year in which the vacation is allowable.

\*\*Provided the full year shall have been served by July 1 of the school year in which the vacation is allowable.

\*\*\*Provided the five years shall have been served by July 1 of the school year in which the vacation is allowable.

\*\*\*\*Provided the fifteen years shall have been served by July 1 of the school year in which the vacation is allowable.

(c) On July 1 of each school year vacations will be granted for service performed during the preceding school year. All vacation time so granted must be used during the following school year and cannot be carried over into the succeeding year.

(d) Vacations may be split into one or more weeks, or one day at a time, providing such scheduling does not interfere with the operation of the department concerned.

(e) When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

19. VACATIONS - 12 MONTH EMPLOYEES (CONTINUED)

(f) Illness incurred during a vacation will not be charged to sick leave but to vacation time. Unusual circumstances may be reviewed by the Superintendent of Schools.

(g) All vacations must be taken at a time recommended by the immediate supervisor and approved by the Assistant Superintendent-Personnel. The time of vacations shall be that best suited for the continued operation of the school system.

(h) Extension of the time beyond the entitled vacation period must be requested in advance, recommended by the immediate supervisor and approved by the Assistant Superintendent-Personnel, shall be taken at the individual's own expense, and shall not be drawn from personal business, vacation, sick leave, or any other paid leave time.

(i) If an employee is absent 26% or more of any work year, a corresponding percentage of vacation time shall be deducted.

(j) If a regular pay day falls during an employee's vacation, he will receive that check in advance upon three weeks' written notice before going on vacation.

(k) Rate during vacation: Employees will be paid their current rate while on vacation, excluding overtime, and will receive credit for any benefits provided for in this Agreement.

(l) Years of experience in 42 or 46 week positions will count toward vacation granted when an employee acquires a 52 week position.

(m) In the event an employee's six month probationary period is completed between July 1 and August 15, they shall be granted one week vacation that may be used following their six month anniversary date and September 1. If the six month probationary period ends after August 15, they shall be granted one week vacation that may be used during the Christmas or Easter school recess. In the event an employee uses the one week granted under this Article after the six month probationary period, they shall be granted only one additional week on the succeeding July 1. If an employee qualifying for vacation under this Article does not use this one week vacation as described above, they shall be granted two weeks vacation on the succeeding July 1.

(n) In the event of death of an employee, any unused vacation time will be paid to his or her estate.

20. PAID HOLIDAYS

Employees in the bargaining unit will have the following paid holidays:

- (1) Day before or after New Year's Day
- (2) New Year's Day
- (3) Black Heritage Day (when included in teachers contract)
- (4) Good Friday
- (5) Memorial Day
- (6) Fourth of July
- (7) Labor Day
- (8) Thanksgiving Day

20. PAID HOLIDAYS (CONTINUED)

- (9) Day after Thanksgiving Day
- (10) Day before or after Christmas Day
- (11) Christmas Day

21. BULLETIN BOARDS

The Employer will provide bulletin board space in each building which may be used by the Association for posting notices of the following types:

- (a) Notices of recreational and social events.
- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.

22. NEW CLASSIFICATIONS

The Employer will notify the Association prior to establishing new classifications and rate structures.

23. JURY DUTY

In situations arising from the calling of an employee for jury duty, the employee shall ask the administrator in charge of Personnel to request an excuse or deferment from such duty. In the event such a request is denied by the Jury Commission, the employee and the administrator in charge of Personnel shall arrange a schedule of necessary leave and the employee shall be paid the difference between the salary paid as a juror and that being paid by the School District. In no case shall the combined salary be greater than the salary paid by the School District.

24. EMPLOYEE SAFETY

During the times when there are no children in school, the Employer will make every effort to assign custodians to the same work area as the secretaries.

25. MEDICAL COVERAGES AND OTHER FRINGE BENEFITS

(a) Bargaining unit members may elect either the Blue Cross-Blue Shield MVF-1 plan of hospital-medical-surgical insurance, including Master Medical (Option 4) and prescription drug coverage as described in the brochure furnished to the Association, or equivalent coverage under Community Health Association. For the duration of this Agreement, the Board agrees to pay the full premium for employee and dependents semi-private coverage under either of said plans for all bargaining unit members who enroll, but not exceeding the cost of employee and dependents semi-private coverage under the Blue Cross-Blue Shield plan.

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

25. MEDICAL COVERAGES AND OTHER FRINGE BENEFITS (CONTINUED)

(b) The Board of Education shall pay the premium necessary to provide without cost to the members of the bargaining unit group life insurance protection which shall pay to the member's designated beneficiary the sum of \$5,000 upon death and \$5,000 for accidental death and dismemberment. The nature and amount of benefits and commencement and duration of coverage shall be as specified in the master insurance policy. The Board's only responsibility shall be for payment of premiums as above specified.

(c) College Tuition

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

26. TUBERCULOSIS EXAMINATIONS

Members of the secretarial-clerical staff are required to file proof of freedom from active tuberculosis annually, in the form of a certificate showing negative result from either a chest x-ray or a tuberculin skin test. The certificate must be filed within fourteen days after the first day of regular school sessions in the fall, and the chest x-ray or skin test must have been performed within nine months preceding the first day of regular school sessions in the fall.

The Employer agrees to exert every effort to arrange for a mobile x-ray unit to visit Highland Park at a date or dates which will provide all employees with an opportunity to have chest x-rays conveniently and free of charge. The Employer will also provide arrangements for employees who prefer the tuberculin skin test to procure same at a location in Highland Park free of charge.

27. OTHER PHYSICAL EXAMINATIONS

Any question as to the physical health and fitness of an employee shall be resolved by the Assistant Superintendent-Personnel and the individual, in conference with the school medical advisor. Medical expenses incidental to physical examinations resorted to in resolving such questions will be borne by the Employer.

28. NERVOUS DISORDER

An employee who has been absent, or whose performance has been impaired, because of a nervous disorder must, prior to his return, present a report from a physician showing satisfactory recovery. The employee's cooperation in obtaining a medical report from an impartial clinic may be a required development. In the latter case, expenses incurred shall be borne by the Employer.

29. TERMINATION OF EMPLOYMENT OR RESIGNATIONS

A person who has resigned or whose employment is terminated for any reason forfeits all accrued rights and privileges, including sick leave, military leave, personal leave without pay, vacation, Workmen's Compensation within the Michigan State Law, and any other rights and privileges which may have been granted by the Employer to its employees.

30. EMPLOYEES HIRED FOR SPECIAL PROJECTS FUNDED BY FEDERAL OR STATE GOVERNMENTS

It is understood that employees hired for a special project funded by a federal or state government will be retained only for the duration of the project and the Employer shall have no obligation to re-employ them. However, at the end of the project, if a position is available, consideration will be given.

31. NO STRIKE

The Association fully recognizes that the statutes of the State of Michigan confer upon public employees and their organizations not only certain rights and privileges but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Association agrees, on behalf of itself and all those whom it represents, that the no-strike provisions of the Public Employment Relations Act (Act 336 of 1947, as amended) will be faithfully observed at all times.

32. APPENDIX

The following appendix is incorporated and makes a part of this Agreement:

Appendix A - Rates of Pay and Implementation of Salary Schedule

33. RATIFICATION

The Association agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them on or before October 10, 1972, and the Association will recommend to the employees that it be ratified.

34. DURATION

(a) This Agreement shall become effective July 1, 1972 and shall continue in full force and effect until midnight June 30, 1974 and from year to year thereafter, unless, prior to ninety (90) days but not more than 120 days before any June 30th, either party shall notify the other in writing of its desire to terminate the Agreement, in which event the Agreement shall terminate upon the expiration date of June 30, 1974.

(b) It is further agreed that, following receipt of such notice of termination, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification or change upon termination.

34. DURATION (CONTINUED)

(c) The District or the Association shall have the right to reopen the Agreement for the purpose of renegotiating Articles 19 and 32 on or before April 1973 but not before March 1, 1973 upon thirty (30) days written notice served by either party on the other party.

(d) The District or the Association shall have the right to reopen this Agreement for the purpose of negotiations on or before April 1, 1974 but not before March 1, 1974 upon thirty (30) days written notice served by either party on the other party; such notice to contain specific sections to be renegotiated.

35. PRINTING OF AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board and presented to all present employees and future employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the day and year first above written.

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

WITNESS:

\_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

HIGHLAND PARK ASSOCIATION OF  
EDUCATIONAL SECRETARIES

WITNESS:

\_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_



APPENDIX A

SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK  
SECRETARIAL-CLERICAL SALARY SCHEDULE

1972-73

| JOB CLASSIFICATION   | PAY RANGE | STEP 1       | STEP 2       | STEP 3       | STEP 4       | STEP 5       | STEP 6       |
|--|-----------|--------------|--------------|--------------|--------------|--------------|--------------|
| Administrative Secretary III   | 26        | 6845<br>3.51 | 7157<br>3.67 | 7508<br>3.85 | 7898<br>4.05 | 8288<br>4.25 | 9614<br>4.93 |
| Administrative Secretary II  | 23        | 6318<br>3.24 | 6630<br>3.40 | 7001<br>3.59 | 7332<br>3.76 | 7722<br>3.96 | 8931<br>4.58 |
| Bursar-Cashier<br>Bookstore Manager<br>Administrative Secretary I<br>Statistical Machine Operator                  | 22        | 6162<br>3.16 | 6474<br>3.32 | 6825<br>3.50 | 7157<br>3.67 | 7508<br>3.85 | 8678<br>4.45 |
| Payroll Clerk<br>Secretary III<br>Bookroom Supervisor<br>Student Union Supervisor<br>Instructional Materials Clerk | 21        | 6025<br>3.09 | 6318<br>3.24 | 6630<br>3.40 | 7001<br>3.59 | 7332<br>3.76 | 8483<br>4.35 |
| Accounts Payable Clerk<br>Audio-Visual Technician<br>Library Assistant<br>Switchboard Operator                     | 20        | 5870<br>3.01 | 6162<br>3.16 | 6474<br>3.32 | 6825<br>3.50 | 7157<br>3.67 | 8268<br>4.24 |
| Secretary II<br>Key Punch Operator   | 18        | 5597<br>2.87 | 5870<br>3.01 | 6162<br>3.16 | 6474<br>3.32 | 6825<br>3.50 | 7878<br>4.04 |
| Secretary I<br>Library Aide  | 16        | 5324<br>2.73 | 5597<br>2.87 | 5870<br>3.01 | 6162<br>3.16 | 6474<br>3.32 | 7508<br>3.85 |

Annual rate: 52 weeks

Hourly rate: Based on 7½ hour work day

The above salary schedule will contain three longevity steps after ten years, fifteen years, and 20 years. Longevity payments will be prorated according to number of weeks worked. Longevity payment will be paid once a year, on or before December 15.

10 years - \$200  
15 years - \$300  
20 years - \$300

Any employee who has completed their tenth, fifteenth, or twentieth year with the School District on or before December 15 qualifies for their respective longevity payment.

The above salary schedule will be implemented in the same manner as 1971-72.