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12/31/97

1995 - 1997

# Secretarial

## C O N T R A C T

*Macomb Intermediate School District*

Agreement between the  
**Macomb Intermediate School District**  
and the  
**International Union of the  
American Federation of  
State, County and Municipal Employees and  
Council 25** and its affiliated **Local 1884**

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION

Michigan State University

Macomb Intermediate School District

Board of Education

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## ARTICLE I

### RECOGNITION OF UNION AND AGENCY SHOP

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described above.

**Section 1:** The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any employees in the enjoyment of any rights conferred by the laws or Constitutions of Michigan and the United States and that it will not discriminate against any employee because of his/her membership in the Union or his/her participation in collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, and that the rights granted to employees in this Agreement are in addition to those provided in the above mentioned Statutes and Constitution.

Nothing contained herein shall be deemed to abrogate or limit any additional rights guaranteed by existing statutes for any of the parties hereto.

**Section 2:** To the extent that the laws of the State of Michigan permit, it is agreed that:

- A. Employees covered by this Agreement and who are members of the Union shall be required to continue membership in the Union for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union shall be required to become members of the Union or pay a service fee to the Union which shall be equivalent to the Union monthly membership dues for the duration of the Agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of "Agency Shop" and covered by this Agreement shall become members of the Union or pay an equivalent service fee to the Union.

## ARTICLE I

- D. If the employee chooses not to exercise the payroll deduction for union dues option, then monthly dues or the equivalent service fee shall be paid on or before the tenth (10th) day of the month in which they fall due.
- E. Employees who shall tender an initiation fee, if required (and if not already a member), and the periodic dues uniformly required shall be deemed to meet the conditions of this Section 2.
- F. Employees who do not elect to become members of the Union shall pay, in lieu of initiation fee and periodic dues uniformly required, a service fee which shall be equivalent to the regular monthly dues. They shall then be deemed to meet the conditions of this Section 2.
- G. Such "conditions of employment" shall become effective thirty (30) days following the effective date of the contract or employment.
- H. Employees shall be deemed to be in compliance with the meaning of this Section 2 if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.
- I. The Employer shall be notified in writing by the Union of any employee who is sixty (60) days in arrears in payment of membership dues or service fees.
- J. Failure of employees covered by this Agreement to comply with provisions of this Section 2 shall at the conclusion of the grace period of sixty (60) days referred to in Section H. above and upon receipt of written request and proof of failure to comply from the Union, the Employer shall terminate employment of such employee.

## ARTICLE II

### DEDUCTION OF UNION DUES

#### Section 1:

The Employer hereby agrees to deduct dues, initiation fees and/or service fees of the individual employee to the Union to the extent and as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions. (For purposes of deduction of union dues and service fees the term employee shall be construed to include probationary employees whose assignments are appropriate to this unit.)

- A. Each employee who desires to have such dues, initiation fees and/or service fees deducted from his earnings shall execute the "AUTHORIZATION FOR DEDUCTION OF UNION DUES" form in full, in triplicate.
- B. The Employer shall place such deduction or deductions in effect at the second pay period of the month following receipts of same and continue in accordance with the terms and conditions set forth in the AUTHORIZATION.
- C. The Employer shall transmit such deductions together with a list of the employees paying same to the financial officer of the Union designated in writing by the Union and shall do so as soon as possible after the deduction but not later than the tenth (10th) day of the following month.
- D. The Employer shall notify the Union Steward of termination of employment of the dues/service fee paying employee or of the revocation, alteration or amendment by the employee of the authorization to deduct union dues/service fee in accordance with the terms thereof.
- E. The "Authorization for Deduction of Union Dues/Service Fee hereinafter set forth when executed, shall be binding upon the employee for the duration of this Agreement, except that any employee may revoke, alter or amend such Authorization for Deduction of Union Dues/Service Fee by notice in writing to the Employer within the thirty (30) day period prior to the expiration of this Agreement, failing in which, the original Authorization shall be automatically renewed under the same terms and conditions for the life of the subsequent contract.



## ARTICLE II

- F. It is understood and agreed that the provision for deduction of the union dues/service fee is for the benefit of the employees requesting same and the Employer is under no obligation to demand or request that employees authorize such deduction as a condition of employment and further that the obligation of the Employer does not extend beyond that hereinbefore set forth.
  
- G. Dues, contributions, or gifts to the Macomb Intermediate AFSCME unit are not deductible as charitable contributions for federal tax purposes. Dues paid to the MISD AFSCME unit, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the IRS code. Any deductions taken by an employee under such circumstances are subject to applicable state and federal income tax statutes, rules and regulations.

The following form shall be utilized as AUTHORIZATION for such deduction of union dues/service fee:

ARTICLE II

MACOMB INTERMEDIATE SCHOOL DISTRICT  
44001 GARFIELD  
CLINTON TOWNSHIP, MI 48038-1100

Date \_\_\_\_\_

**AUTHORIZATION FOR DEDUCTION OF UNION DUES/SERVICE FEE**

I, \_\_\_\_\_, the undersigned, as an employee of the Macomb Intermediate School District in the Department and Unit of \_\_\_\_\_ do hereby request and authorize the MACOMB INTERMEDIATE SCHOOL DISTRICT to deduct the following sums of money from my earnings, once each month, from the first pay of the month and do so each month thereafter: \_\_\_\_\_ and pay the same to \_\_\_\_\_ for initiation fees, dues and/or service fees as the representative selected by me and as the exclusive bargaining representative for all employees in the above unit.

The foregoing Authorization shall continue in full force and effect unless and until my employment is terminated or until thirty (30) days prior to the expiration of this contract, during which thirty (30) days period the undersigned shall have the right to revoke, alter or amend the above Authorization, failing in which, same shall be automatically renewed under the same terms and conditions for the life of the subsequent contract.

\_\_\_\_\_ Employee's Signature

\_\_\_\_\_ Address

\_\_\_\_\_ Department or Unit

## ARTICLE III

### EMPLOYEE RIGHTS

(Including excerpts Act 379 of P.A. 1965, as amended)

**Section 1: Right to Organize**

It shall be lawful for public employees to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public Employers through representatives of their own free choice.

**Section 2: Unfair Labor Practices**

It shall be unlawful for a public Employer or an officer or agent of a public Employer:

- A. To interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in Section 1.
- B. To initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization; provided that a public Employer shall not be prohibited from permitting employees to confer with it during working hours without loss of time or pay.
- C. To discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization.
- D. To discriminate against a public employee because he has given testimony or instituted proceedings under this Act; or
- E. To refuse to bargain collectively with the representatives of its public employees, subject to the provisions of Section 2.

**Section 3: Use of Building**

The Union and its representatives may have the right to use the MISD buildings at all reasonable hours for meetings provided that when special custodial service is required the Board may make a reasonable

## ARTICLE III

charge therefor. No charge shall be made for use of rooms one (1) hour before the commencement of the business day nor until 6:00 P.M. of that business day. Such use will require that the Union follow the established building scheduling procedure. The administration shall not be required to open buildings on days or at times they are normally closed. The Union shall assume the liability for and hold the administration harmless for any damages resulting to persons or property from such meetings.

### **Section 4: Bulletin Boards**

The Union shall have the right to post notices of its activities and matters of Union concern, excepting public political campaign materials, on the bulletin board space within the staff lounge area provided by the Employer. Said notices also may be circulated through office mail service.

### **Section 5: Furnishing Information**

The Board agrees to make available to the Union, in response to reasonable requests, information concerning the financial resources of the district, tentative budgetary requirements and allocations, etc. that will assist the Union in developing intelligent, accurate and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process any grievance or complaint. Nothing contained herein shall require the Board to compile materials in ways they are not normally compiled by the Board. Compilation of data other than that provided shall be prepared by the Union.

### **Section 6: Copies of Agreement**

Copies of this Agreement shall be printed at the expense of the Board and shall be presented to all personnel covered by this Agreement. New employees shall receive a copy at the time of employment.

### **Section 7: Inter-School Mail**

The Union shall have the right to use the inter-school mail service to communicate with its members, provided that all materials sent are clearly identified, and the Union accepts all responsibility for such materials.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

- Section 1:** The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:
- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
  - B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees.
- Section 2:** The Union recognizes the Employer's right to manage its affairs and direct its work force.
- Section 3:** The Union agrees that its members will not engage in activities during working hours that may detract from their productivity.
- Section 4:** The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.
- Section 5:** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the United States.

## ARTICLE V

### STEWARDS AND ALTERNATE STEWARDS

#### Section 1: Representation

Clerical employees shall be represented by one (1) chapter chairperson, one (1) steward, one (1) alternate steward, and one (1) secretary who shall be regular employees working in that group. In the absence of the chairperson, the steward shall serve. The names of these union officers shall be certified in writing to the Board of Education.

#### Section 2: Grievance Investigation

The union steward may be permitted to investigate and/or adjust grievances provided all such work be at the beginning or the end of the regular work day, that said steward request and receive permission of the Employer's designate and that such investigation and adjustment shall require not in excess of thirty (30) minutes on any work day.

#### Section 3: Union Education

A union officer shall be released for union education classes up to ten (10) days annually provided:

- A. There is two days advance notice.
- B. No Monday shall be utilized.
- C. No pay shall be earned.
- D. The supervisor approves the time off.
- E. Ten days total for bargaining unit annually.

#### Section 4: Special Conference

Special conferences mutually agreed upon for important matters may be arranged between the union steward and the designated representative of the Employer upon the request of either party. Such meetings shall be at least two (2) representatives of the Employer and at least two (2) representatives of the Union, but no more than three (3). Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting

## ARTICLE III

shall be presented at the time the conference is requested.

Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

### **Section 5: Officer Release Time**

Upon request the chapter chairperson shall be released for one (1) workday every two (2) weeks for the purpose of investigation and processing grievances and handling other union matters pertaining to the MISD, subject to the following:

- A. The Union shall reimburse the MISD for the salary of the chapter chairperson for each release day provided in accordance with this provision.
- B. Each release day shall be scheduled in advance. The chapter chairperson shall provide advance notice to his/her supervisor of the use of a release day, pursuant to this provision, at least two (2) days prior to such use.
- C. The release days may not be used on a Monday or a Friday, except upon approval of the chapter chairperson's supervisor.

## ARTICLE VI

### SALARY CONSIDERATIONS

#### **Section 1: Starting Salaries**

A new employee is to be started at the minimum salary designated for that classification provided, however, if he/she has had previous experience in work similar to the type of work to be performed for the Employer, he/she may be given credit for no more than four (4) increments on the salary schedule. Previous experience is classified as related work within the past five (5) years.

#### **Section 2: Salary Increments**

- A. After employment each employee will be entitled to one (1) normal increment of \$420 after each twenty-six (26) weeks of continuous employment excluding time spent on long term disability until the maximum salary for his/her classification is reached provided his/her work has been rated satisfactory or better by his/her immediate supervisor. Increments falling during periods of short term disability shall not take effect until return from leave. All increments to be approved by the Superintendent upon written recommendation of the Director/Assistant Superintendent before becoming effective, provided any disapproval of an increment by the Superintendent shall be set forth in writing together with the reasons therefor and a copy thereof furnished to the employee and the Board of Education.
- B. Summer supplement shall count toward increments.

#### **Section 3: Salary Following Classification Change**

- A. A change to a classification which has a higher salary range or to a position with a higher maximum will result in a salary adjustment of two (2) increments. The previous schedule of dates for regular increments shall be maintained.
- B. A change to a classification which has the same or a lower salary range will result in maintaining or freezing the salary attained at the previous classification with no increase until the salary computed on the salary schedule for the new classification, including credit for experience at the previous



## ARTICLE VI

classification, exceeds the salary attained at the time of the transfer.

### **Section 4: Rates for New Jobs**

When a new job is created in the clerical unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the rate is proper, the Union and the Employer shall meet to negotiate a proper rate.

### **Section 5: Salary and Classification**

- A. All classifications and compensation shall be as set forth in Appendix A, attached hereto and made a part thereof.
- B. In consideration of the variation in work years from 260 to 262 days, the Employer agrees to pay at the rate of 1/261st, part of the employee's contractual salary for each payable work day in a year including vacation days and holidays. During any calendar year such accumulated pay for each employee may be less than, equal to, or more than the annual salary provided for pursuant to the contract.

### **Section 6: Payroll Procedures**

All authorizations for payroll deductions will be made on appropriate available forms.

- A. Union Dues
- B. U.S. Bonds
- C. United Way
- D. Credit Union
- E. Tax Sheltered Annuities (any of the carriers approved by Personnel Office)
- F. Any other mutually agreed upon items

**Section 7: Longevity Compensation Policy**

The Macomb Intermediate School District Board of Education hereby establishes a policy of payment of additional compensation to those employees having a record of long continued employment.

A. Basis of longevity compensation is as follows:

1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years continuous employment by his/her fifth anniversary date.
2. Continuous employment will not be interrupted except for discharge, resignation or other termination.
3. Unpaid leaves such as Parental Leave, Educational Leave, etc. shall not count towards the five full years.
4. Sick leave of more than one year shall not count towards the five full years.
5. Payments shall take place on April 30th or on October 31st of any year for a given employee. An employee who does not achieve the fifth continuous year (or 10th, 15th, or 20th) by one of these dates, may become eligible on the next following date.
6. Employee longevity shall be paid as per the following schedule provided such employee qualifies as to length of service as stipulated above.

Step	Year	Amount
1	5 to 10	\$350
2	11 to 15	550
3	16 to 20	750
4	21 to 25	950
5	Over 25	1000

\*Ten-month employees will receive 83% of longevity amounts.

\*Increased longevity takes effect January 1, 1996.

## ARTICLE VI

\*Beginning January 1, 1997, ten-month secretaries will receive the full longevity amount.

- B. Longevity compensation shall be a separate and distinct annual payment to those eligible employees but shall be considered a part of the regular compensation and as such, subject to withholding tax, social security, retirement deductions and all other deductions required by federal and state law and the regulations and ordinances of the County of Macomb.
- C. Payments to employees eligible on April 30th of any year shall be due on June 10th following. The annual period covered in computation of longevity shall be from May 1st of each year through and including April 30th of the following year.
- D. Payments to employees eligible on October 31st of any year shall be due on December 10th following. The annual period covered in computation of longevity shall be from November 1st of each year through and including October 31st of the following year.

### **Section 8: Salary Computation - Ten Month Employee**

- A. Master Agreement is for 52 week work year; thus weekly salary is 1/52 of annual salary as stated in Master Agreement. (Salary - 52) To define shorter work year the following procedure will be used:
  - 1. Define actual days to be worked by professional person served. (MIFT Agreement has 185 service days.)
  - 2. Add number of holidays defined in Clerical Agreement (less July 4th) and number of days in the "added weeks" service required of professional beyond described calendar.
  - 3. Divide total of 1 and 2 above by 10 (days in bi-weekly pay periods), multiply quotient by clerical employees, earned vacation "multiplier". This determines "earned vacation".
  - 4. Add to the total 1 and 2 above said "earned vacation" and divide by 5 to determine actual work weeks for clerical employees.

## ARTICLE VI

- B. Annual salary for the defined abbreviated year will be determined by multiplying weekly salary by actual weeks worked.
- C. Ten month employees who accept a six week supplemental shall be continued on a regular basis with extension of all benefits.

### **Section 9: Automobile Allowance**

Employees who use privately owned automobiles in pursuit of their duties shall be reimbursed at the rate established by the Board for the contract employees provided that such use shall be previously authorized in writing by the Employer's designate.

## ARTICLE VII

### GRIEVANCE PROCEDURE

#### **Section 1: Definition of Grievance**

A claim by an employee or the Union that there has been a violation of any provision of this Agreement or the applicable laws of the State of Michigan and/or the Constitution of the State of Michigan or the United States.

#### **Section 2: Time Limits**

Grievances shall be deemed invalid if not presented at the First Step within five (5) working days of the occurrence and if not appealed within the time limits set forth at each step.

#### **Section 3: First Step - Oral and Written**

- A. A "grievance meeting" shall be requested by a union representative and/or employee within five (5) working days of occurrence, with the supervisor, director, or assistant superintendent most immediately responsible for the action being grieved and having the authority to adjust that action. The request shall stipulate that the discussion is to be a "grievance meeting". The request shall also stipulate what provisions of the contract or law have been violated. If the matter is resolved, no record shall be required. If the Union is not present, the administration shall notify them of the outcome. Any resolution at this level shall be without prejudice and create no precedent.
- B. If the grievance is denied or if no resolution is reached, a union representative shall reduce the issue to writing, citing the contractual provisions and/or law violated and deliver it to the person with whom the discussion was held within five (5) working days. The member of the administration with whom the meeting was held shall set forth his answer in writing and return it to the Union within five (5) working days.
- C. If the First Step, Oral and Written, are with the Director of Employee Relations, an appeal may be made directly to the Third Step within five (5) working days.

## ARTICLE VII

### **Section 4: Second Step - Director of Employee Relations**

The grievance may be appealed to the Second Step by filing a copy of the original grievance and answer, along with the reasons for the appeal, with the Director of Employee Relations within five (5) working days of receipt of the written answer in the First Step. The Superintendent and/or his designee and/or the Director of Employee Relations shall consider the issue and return an answer in writing within five (5) working days of receipt.

### **Section 5: Third Step - Board of Education**

- A. The grievance may be appealed to the Third Step by filing a copy of all materials exchanged at the lower steps, along with reasons for the appeal, with the Director of Employee Relations within five (5) working days of receipt of the written answer at the Second Step.
- B. At a regular meeting within thirty-five (35) calendar days after receipt of appeal, the Board of Education shall hear the grievance. Either party may request, and both may agree to conduct the Board level grievance hearing before a sub-committee of two (2) board members. The Union shall be given notice of the hearing date and upon request, may introduce testimony and argument in support of the grievance at the hearing. No later than at its next regular meeting after the hearing the Board shall make its decision on the grievance. Such decision shall be communicated in writing by the Board or its sub-committee within five (5) working days to the Union.
- C. No later than at its next regular meeting after the hearing the Board shall make its decision on the grievance. Such decision shall be communicated in writing by the Board or its designee to the Union within five (5) working days from the meeting.

### **Section 6: Fourth Step - Arbitration**

- A. Within thirty (30) calendar days after receipt of the Employer's answer at Step 3, the Union may move the grievance to arbitration by notifying the Employer of their intent to arbitrate. The parties shall then attempt to mutually select an arbitrator.

## ARTICLE VII

- B. If within thirty (30) calendar days from the Union's notice of intent to arbitrate, an arbitrator has not been mutually selected, the grievance may then be appealed to the American Arbitration Association to be processed in accordance with its voluntary labor arbitration rules.
- C. Any arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the parties within the four (4) corners of this agreement and pertaining to interpretation thereof. He shall be without power or authority to make any decision, contrary to or inconsistent with or modifying or varying in any way, the terms of this agreement or of applicable laws or rules or regulations having the force and effect of law.
- D. Fees and approved expenses of an arbitrator will be paid by the parties equally.
- E. To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such arbitrator.

### **Section 7: Discharge, Demotion and Suspension**

Discharge, demotion or suspension of any employee may be entered as a grievance beginning at the Second Step of the grievance procedure.

## ARTICLE VIII

### PROBATION, SENIORITY, RESIGNATION AND RETIREMENT

#### Section 1: Probationary Period

- A. New employees shall be on probation for the first ninety (90) working days of their employment, said ninety (90) working days to be accumulated within a six (6) month normal work schedule. During this time new employees must serve on the job to determine their ability to perform duties assigned to them.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment but not for the purpose of protesting disciplinary action or termination of employment, except for union activities.
- C. The employer shall notify the Chapter Chairperson in writing of the name and location of any employee changes and their positions/classifications.
- D. Upon request by the union's designee, the Employer agrees to furnish semi-annually a listing of classifications and salaries of bargaining unit members. Updating this list will be the responsibility of the Union.

#### Section 2: Pre-Employment Physical

Each new employee at the discretion of the Board shall, prior to entering upon his/her employment, submit to a physical examination by a physician designated by the employer and such examination shall be at the Employer's expense.

#### Section 3: Seniority

- A. Seniority shall begin from the last date of hire with the employer in accordance with Article VIII, Section 1A.
- B. Seniority is within the bargaining unit.
- C. Freezing of Seniority



## ARTICLE VIII

Freezing of seniority whereby an employee neither accumulates more nor loses what has already been accumulated, shall take place when:

1. An employee has been off work for one year due to personal injury or illness or other leave of absence except for #2 below.
2. An employee has been off work for two years due to work related injury.
3. If a bargaining unit member applies for and accepts a position with the MISD outside of this bargaining unit, the member shall be credited with accrued bargaining unit seniority, but shall not earn or accrue additional bargaining unit seniority while working in the non-bargaining unit position. The member working in the non-bargaining unit position may apply for bargaining unit vacancies as an outside/non-bargaining unit applicant and, if the member is selected to fill the vacancy, the member shall be credited with previously accrued seniority.

### D. Loss of Seniority

An employee shall lose seniority for the following reasons only:

1. The employee resigns.
2. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this agreement.
3. The employee is absent for three (3) consecutive working days without notifying his/her Employer. After such absence, the Employer will send written notification to the Union and the employee at his/her last known address notifying the employee that his/her employment has been terminated, except in extenuating circumstances acceptable to the Employer.
4. Failure to return from sick leave and leaves of absence will be treated the same as item "3" above.

## ARTICLE VIII

### 5. Retirement under Michigan Public School Employees Retirement Fund.

#### E. Tie Breaker

In the event of a seniority tie, the employee whose last four social security numbers are the greater shall have the greater seniority.

#### **Section 4: Resignation**

Resignations shall be in writing and shall be effective as of the date indicated. Once submitted to and acknowledged by the Personnel Department the resignation shall not be rescinded. The employee shall give ten (10) working days notice. Failure to do so shall result in forfeiture of any earned vacation time and banked sick leave.

#### **Section 5: Retirement**

The Employer shall continue the benefits as provided by the presently constituted Michigan Public School Employees Retirement Fund provided by the Statutes of the State of Michigan, provided the Employer shall pay the employee's retirement contributions (5% of gross earnings) as per Act 244, P.A. 1974, commencing January 1, 1975.

## ARTICLE IX

### EMPLOYMENT CONDITIONS

#### **Section 1: Standard Work Week**

- A. The Employer recognizes the principle of a standard work week of 37-1/2 working hours and will establish work schedules and work assignments which can reasonably be completed within such standard work weeks. Fifty-two (52) such standard work weeks will constitute a standard work year (except as otherwise provided in this contract for less than fifty-two (52) week employees).
- B. The Employer shall not require employees regularly to work in excess of such standard work week.
- C. The first (1st) shift starting times shall commence between the hours of 6:00 A.M. and 10:30 A.M. The second (2nd) shift starting times shall commence between the hours of 10:30 A.M. and 3:00 P.M. This provision shall not apply to the extended hour coverage for the Media Center, which is governed by Section 2.
- D. Starting and quitting times which fall outside the basic work day shall be arranged by mutual consent between the Employer and the Union.
- E. Starting and quitting times for new positions and vacancies which fall outside the basic work day may be established by the Employer but shall be discussed with the Union and shall be cited on the job posting.
- F. Half days shall be defined as 3-3/4 hours excluding lunch.

#### **Section 2: Extended Hour Coverage/Media Center**

- A. Coverage for the Media Center beyond the basic work day shall be provided by one of the following methods, utilizing them in the order listed:
  - 1. A five (5) day week plan by mutually agreed upon arrangements with the Media Center staff and the Employer pursuant to Section 1A.

## ARTICLE IX

2. A four (4) day work week plan by mutual consent of the Employer and employee offered on a high seniority basis.
3. Where #1 or #2 cannot be arranged, either
  - a. a mandated four (4) day work week plan as outlined in "B" below assigned to the least seniority Media Center employee, or
  - b. a mandated five (5) day work week plan as outlined in "C" below assignable to the least seniority Media Center employee after offers have been made and refused in turn to higher seniority employees.

### B. Mandated Media Center Four Day Work Week

1. The work hours shall be from 10:15 A.M. through 8:07 P.M. on Monday through Thursday of each work week. Such work hours shall include a thirty (30) minute unpaid lunch hour and two (2) normal rest breaks. Also such work hours shall accumulate to the standard 37-1/2 hour work week within four (4) days.
2. Half days shall be defined as four hours and forty-one minutes, excluding lunch.

### C. Mandated Media Center Five Day Work Week

1. The basic workday of 7-1/2 hours shall be contained between the hours of 7:30 A.M. and 10:00 P.M., Monday through Friday. Such work hours shall include a thirty (30) minute unpaid lunch hour and two (2) normal rest breaks. Also, such work hours shall accumulate to the standard 37-1/2 hour work week.

D. The salaries during such assignment will include the premium pay differential as described in Section 3, Shift Adjustment.

E. Such assignment shall be for a semester which shall run from the beginning of the school year to January 31st, or from February 1st to the end of the school year.

## ARTICLE IX

- F. Except for emergencies implementation of the above provisions will require two (2) weeks notice to the employee.

### **Section 3: Shift Adjustment**

Employees working the second shift, as defined in Section 1C above, shall receive a 5% premium pay differential. In accordance with Section 2D above, employees assigned to the extended hour coverage for the Media Center beyond the basic workday shall receive the 5% premium pay differential.

### **Section 4: Overtime**

- A. Overtime work authorized by the Employer or its designate shall be paid at the rate of time and one-half (1-1/2) for work in excess of seven and one-half (7-1/2) hours per day for an employee under Section 1, Standard Work Week and in excess of nine (9) hours and twenty-two (22) minutes per day for an employee under Section 2B, Media Center Four Day Work Week, and in case of emergency, at times other than the normally scheduled work period.
- B. It is understood that overtime is offered to the person holding the position. However, after that, the general policy regarding overtime for clerical employees is that it is first offered to employees within the department on a rotating basis, provided that the employees possess the skills and qualifications necessary to perform the tasks and are available at the time the overtime is required.
- C. When all eligible employees within a department have refused overtime, a supervisor may offer overtime to a qualified employee, or an employee on the same classification by seniority in another department.
- D. Overtime work shall be voluntary except that if all employees on a classification in a department or operation location refuse, then the least senior employee shall work the overtime during emergencies or when work has to be done, as determined by the Employer.

## ARTICLE IX

- E. There shall be no pyramiding of overtime and shift premium benefits. An employee who is paid one premium shall not be paid the other.

### Section 5: Lunch Period and Relief Time

- A. An employee shall be entitled to a duty free lunch period of one-half (1/2) hour. The time of an employee's lunch period shall be established by the Employer's designate to guarantee continued service to our public.
- B. An employee shall be provided a fifteen (15) minute relief period in each half of his/her work day. The time of an employee's relief period shall be established by the Employer's designate.
- C. By mutual prior consent of the employee and supervisor, relief times and lunch may be combined for a one hour lunch.

### Section 6: Holidays

The Board will grant all employees the following holidays:

- |    |                        |                             |
|----|------------------------|-----------------------------|
| A. | Good Friday            | Day before Christmas        |
|    | Memorial Day           | Christmas Day               |
|    | *Fourth of July        | First working day after     |
|    | Labor Day              | Christmas                   |
|    | Half Day before        | *Two days between Christmas |
|    | Thanksgiving           | and New Years               |
|    | Thanksgiving           | Day before New Years        |
|    | Day after Thanksgiving | New Years Day               |

\*Not granted to ten month clerical employees (except as per Article VI, Section 8C).

- B. Should a holiday fall on Sunday, Monday will be considered the holiday and if the holiday falls on Saturday, Friday will be considered the holiday.
- C. 1. To be eligible for holiday pay an employee must have worked the last scheduled work day preceding and the first scheduled work day following such holiday. If a

## ARTICLE IX

supervisor approves annual leave, etc. for an employee, that time shall not be considered to be scheduled. The last scheduled work day shall be the day preceding (or following) the approved time off.

2. The intent here is not to penalize employees arbitrarily. An employee who can cover an absence with a doctor's letter, or who convinces a supervisor of the validity and the necessity for absence is not to be docked for the holiday.
3. It is understood that in some instances the holiday in question can comprise two or more days.

### **Section 7: Evaluation**

- A. The evaluation and development of an employee shall be a continuing process. Evaluation reports shall be completed in even-numbered years, after the first year of employment.
- B. The Assistant Superintendent for Personnel or Department Director directly in charge of the employee shall execute an office personnel evaluation form and shall conduct an interview with the employee to discuss the evaluation and compare it with prior evaluations. The employee may submit to the Director a written response to the evaluation with a copy to be submitted to the Assistant Superintendent for Personnel. A copy of the evaluation and the employee's response shall be placed in the employee's personnel file. Records of reprimands and disciplinary actions shall be accorded the same treatment.
- C. The employee shall initial all evaluation reports acknowledging he/she has read it prior to insertion of such material in his/her personnel file and may submit a response which shall be kept in said file.

### **Section 8: Evaluation Committee**

The parties agree to form a joint committee to review evaluation forms for the clerical unit, with a purpose to cause the evaluations to reflect and parallel the qualifications and responsibilities as posted for each position in the bargaining unit.

## ARTICLE IX

- A. The committee shall be comprised of two members of the administration and two members of the bargaining unit. The parties shall appoint their respective delegates.
- B. The committee shall meet once per month on school district time. Inability to meet in one month may result in make-up meetings in another. Dates and times shall be mutually agreed upon. No changes in current evaluation forms and format will begin until agreed upon by the committee. When the committee agrees its task has been accomplished, it may cease to function actively.
- C. It is anticipated that many ideas and proposed evaluation forms will be exchanged not less than two days prior to the meeting so that each committee member may become familiar with the agenda items. The meetings will be devoted primarily to group decision making.
- D. The committee shall solicit input from the incumbent position holder, and administrators in charge, when considering each position.
- E. Decisions shall be made by group consensus. Once a decision has been made to alter an evaluation form, that form shall be in effect until the committee changes it, or until this provision of the contract is changed by further negotiation.
- F. The committee may invite a professional behavioral consultant or other expert to attend as a resource person.
- G. The committee shall report its progress to the superintendent each six months.

### **Section 9: Personnel File**

- A. An employee shall be permitted to inspect and copy any material in his/her personnel file with the exception of credentials and references normally sought at the time of employment. The employee shall make an appointment with the Assistant Superintendent for Personnel. A member of the administration office shall be present when the employee inspects said file. The employee may be accompanied by a member of the Union if desired.



## ARTICLE IX

- B. Letters of commendation, successful completion of a class in typing, shorthand, office machines, etc. as evidenced by report card, certificate of statement from the instructor shall be placed in personnel file if requested by employee.
- C. An employee who wishes a written acknowledgement of materials placed in his/her personnel file may furnish an additional copy which the Personnel Office will initial and date to indicate receipt.

### **Section 10: Testing**

The Employer will provide an appropriate testing area. Test materials and results showing test scores must be kept in each employee's personnel file and shall be available to the employee for review.

### **Section 11: Continuing Education**

- A. With recommendation of his/her department head and prior written approval of Employer, an employee may be reimbursed for tuition paid for successfully completed courses of study which are related to his/her job assignment. Said tuition reimbursement will be made upon presentation of evidence of successful completion provided both recommendation and written approval preceded his/her enrollment in said course.
- B. For courses offered by the Macomb Intermediate School District a certificate of completion will be given to those employees who successfully complete the courses.

### **Section 12: Part Time Employees**

Employees who are scheduled to work less than the standard work week shall receive a prorated annual salary.

- A. Those scheduled for three-fifths (3/5) or more of a standard work week will have the full contribution for benefits made in their behalf and will be considered full time employees.
- B. An employee considered full time under "A" above does not automatically become entitled to the full standard work week.

## ARTICLE IX

- C. The employer shall notify Chapter Chairperson of temporary employees by sending a copy of temporary requests when they have been filled.

### Section 13: Health and Safety Committee

A committee consisting of two members appointed by the Union and two members appointed by the Administration shall be established for the purpose of investigating and discussing health and safety issues of concern to bargaining unit members. The committee shall meet upon the request of either the Union or the Administration members and may participate in joint health and safety committee meetings with other bargaining units upon the consent of such units. The committee may invite other bargaining unit members, union representatives, and/or administration members to attend its meetings for informational and resource purposes.

### Section 14: Severe Weather Conditions

In the event the MISD is closed due to severe weather conditions or other emergency causes, the Superintendent or designee shall determine whether employees covered by the terms of this Agreement shall be required to report to work. The decision to close due to severe weather conditions or other emergency causes and to authorize employees not to report shall be in the Superintendent's sole discretion. The loss of time for employees who are not required to report for work under this provision shall be treated as follows:

- A. 52-Week Employees - Employees who have a 52-week work year shall receive their regular pay for the days that they are authorized not to report due to severe weather conditions or other emergency causes.
- B. Less than 52-Week Employees - Employees who have less than a 52-week work year shall receive their regular pay for the days that they are authorized not to report due to inclement weather or other emergency causes, provided such days are not rescheduled as make-up days for students, which would result in an extension of the employees' regular work year.

If a day school is closed due to inclement weather or other emergency causes is rescheduled as a make-up day for students, and if such rescheduling results in an extension of the employees' regular work

## ARTICLE IX

year, payment for these days will be considered paid in advance, and secretaries shall report to work on make-up days with no additional compensation. Secretaries shall not be eligible to use paid leave days (sick leave or personal business leave or vacation days) on such make-up days. In the event a secretary is absent on a make-up day scheduled under the terms of this provision, the secretary shall be docked one (1) day's pay for each make-up day absence.

## ARTICLE X

### VACANCIES, TRANSFER, TESTING, LAYOFF, AND RECALL

#### Section 1: Vacancies

- A. Definition - A vacancy shall be defined as a new position or any existing position which has been vacated by a bargaining unit employee and which has not been eliminated by the Board.
- B. Posting - A written notice of vacancy shall be posted in the employee's lounge (within sixty (60) days of the occurrence of the vacancy, except in extenuating circumstances) for a period of at least five (5) working days. The notice shall include qualifications, requirements, and other pertinent information concerning the position.
- C. Filling of Vacancies
  1. Application - Employees who meet the requirements for the vacancy and who have on file evidence of the tested skills for the position, may submit a written application/letter to the Superintendent or designee. If more than one vacancy is posted at the same time, an applicant may indicate a priority of choice. Upon request, the Chapter Chairperson or designee shall be provided with a list of the applicants for a vacancy.
  2. Selection
    - a) Policy and Criteria - The Board supports, in principle, a policy of promoting from within the MISD but, subject to the terms of this provision ("b" and "c" below), reserves the right to consider candidates from without the MISD, as well as within, when filling all positions and will exercise its best judgment in employing the candidate best suited to the task being considered.
    - b) Three (3) or More Qualified Employee Applicants - The three (3) most senior employee applicants who meet the requirements and who have on file evidence of the tested skills for the vacancy shall be identified by the Superintendent or designee. The vacancy shall be

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filled with one of the three most senior qualified applicants, and the selection shall not be grievable by the Union or any bargaining unit employee.

- c) Less Than Three (3) Qualified Employee Applicants - In the event that less than three (3) qualified employee applicants have applied for a vacancy, the employee applicant(s) may be considered, together with applicants from without the MISD, in accordance with Paragraph 2(a) above, for the purpose of filling the vacancy. The Board supports a policy of promotion from within and will exercise its best judgment in employing the candidate best suited to the task being considered. Qualification, performance, and ability being equal, the seniority of the employee will then receive first consideration.
3. Temporary Filling of a Vacancy - No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least five (5) working days.
4. Lateral Transfer - An employee applying for a lateral transfer to a vacant position within a classification shall be considered on the same basis as any other employee applicant.
5. Time for Filling - Except for an emergency, the posted position will be filled within thirty (30) workdays after the end of the posting period. The successful applicant for the vacancy may be retained in his/her present position for a reasonable period of time, provided that the applicant receives the higher rate of pay for the vacant position, beginning with the sixth (6th) working day from the date of acceptance.
6. Increment - An employee who is promoted to a higher classification or position shall receive two (2) increments at the time of the promotion, not to exceed the maximum salary of the higher classification or position.
7. Notification of Non-Acceptance - Unsuccessful bargaining unit applicants for a vacancy shall be notified in writing of not being selected for the vacancy. An employee applicant who is not granted a promotion under Paragraph 2(c) of

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this section shall, upon request, be granted a meeting with the Superintendent or designee to discuss the reasons for not being selected for the vacancy.

### D. Trial Period

1. Time - An employee with permanent status, promoted to a higher classification, shall serve a forty-five (45) working day trial period in the new position to demonstrate that he/she has the ability to perform the requirements of the position. During the trial period, the employee shall receive the rate of pay for the position he/she is performing.
2. Reversion
  - a) By the MISD - If during the trial period, the employee fails to fulfill the requirements, he/she may be reverted to his/her former position, without prejudice, as though he/she had continuously served in such former position, within ten (10) working days following the expiration of the forty-five (45) working day trial period.
  - b) By the Employee - The employee shall have the right during the trial period to revert to his/her former position if he/she desires. An employee who has reverted or has been reverted to his/her former position shall receive the rate of pay of the lower position.

### E. General

1. Current Employees/Current Position - All current employees will be considered qualified for their current positions to the extent they have completed probationary and trial periods and to the extent indicated by their most recent performance evaluations. Thereafter, any updated qualifications will be placed in the employee's personnel file as evidence of his/her skills.
2. Bid Ineligibility - An employee who accepts a different or new position shall be ineligible to bid on another position for one hundred twenty (120) working days, unless mutually agreed between the Union and the Superintendent or designee.

## ARTICLE X

3. Upgrading - The classification or position of an employee may be upgraded to a higher classification or position within the bargaining unit without posting, upon agreement between the Union and the Superintendent or designee, if the employee would thereby be more appropriately classified.
4. Downgrades - In the event that an employee applies for and is granted a posted position that results in a lower rate of pay than the employee's current position, it is understood that the employee will accept the salary of the lower position at their current step on the salary scale (i.e., maximum salary to maximum salary).

### Section 2: Transfer

- A. Transfer to a Higher Classification/Position - An employee involuntarily transferred on a temporary basis to a higher classification/position in the bargaining unit shall receive the rate of the higher classification/position for the entire period of assignment. Such assignment shall not exceed ninety (90) days if the position is a vacancy as defined in Section 1A of this provision.
- B. Transfer to a Lower Classification/Position - An employee involuntarily transferred to a lower classification/position in the bargaining unit shall receive the salary from his/her former position with no increase until the salary of the new classification/position exceeds the employee's salary from his/her former position at the time of the involuntary transfer. Involuntary transfers to lower classifications or positions shall be preceded by a conference between the Superintendent or designee, the affected employee, and Union representative.
- C. Temporary and Part-Time Personnel - Temporary and part-time personnel shall not be retained beyond three (3) months in a contract year.

### Section 3: Testing

Testing of employees shall be conducted in accordance with the following provisions:

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- A. Scheduling Tests - Tests for employees shall be scheduled by the Superintendent or designee not less than three (3) times per year, in October, February, and May. Notice of the scheduling of tests shall be posted for at least five (5) workdays prior to the testing date.
  
- B. Conduct of Tests
  - 1. All tests will be conducted under appropriate businesslike conditions.
  - 2. Tests shall be reasonably uniform/similar (although not identical) from test to test in the various skill and subject matter areas.
  - 3. Employees taking a test will not suffer any loss of pay for tests administered during the employee's workday, provided that the employees have notified their immediate supervisor at least five (5) working days prior to the testing session.
  - 4. Employees shall not be paid overtime for tests administered after the end of the employee's workday.
  
- C. Test Results - Test results evidencing improved skills will be placed in an employee's personnel file within five (5) working days from the date of the test, except in extenuating circumstances. Employees will be given the results of their tests in writing within fifteen (15) working days of the tests, except in extenuating circumstances. Test results shall be valid for a period of three (3) years from the date of the test, except upon mutual agreement between the Union and the Superintendent or designee.

### **Section 4:           Reduction in Force/Layoff**

- A. Reduction in force shall take place by classification according to need as determined by the employer. The least senior employees on the classification shall be reduced. Other employees shall be reassigned, if necessary, to cover the remaining jobs.
  
- B. In the event employees are to be laid off to the street, first temporary, then non-bargaining unit part time, and then



## ARTICLE X

probationary employees shall be laid off first. Subsequently, reassignments of the staff shall be accomplished through the bumping procedure of the outline below (or through the posting procedure, if necessary).

- C. No employee shall be laid off involuntarily where the reduction can be accomplished with voluntary layoffs. In the event of voluntary layoff(s), reassignments of the staff shall be accomplished through the bumping procedure outlined below (or through the posting procedure, if necessary).
- D. No co-ops shall displace a member of the bargaining unit.
- E. Reduced employees shall have the right to bump down in one of the following sequences:

### Sequence I

Project Technician  
Secretary to Assistant Superintendent  
Secretary to Senior Director  
Secretary to Director, Principal, Transportation Manager  
Secretary to Assistant Director, Coordinator  
Word Processing Specialist  
Secretary to Consultant/Direct Service/Word Processor,  
Transportation, Secretary to Truant Officer, School Support  
Secretary Other

### Sequence II

Senior Bookkeeper/Cashier, Payroll Clerk I/Records Clerk  
Account Clerk  
Payroll Clerk II  
Secretary to Consultant/Direct Service/Word Processor,  
Transportation/Secretary to Truant Officer/School Support  
Switchboard Operator/General Services Clerk  
Secretary Other

### Sequence III

Media Technician  
Media Clerk Specialist  
Media Clerk/AV Clerk/Library Clerk

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- F. In exercising a bump a reduced employee shall displace the least seniority employee on the next level down, in sequence, if he/she has greater seniority. Failing to hold the next classification for lack of seniority a reduced employee may exercise his/her seniority against ensuing classifications in sequence. When the sequence has been exhausted an employee may bump the least seniority employee on a lower paid classification in another sequence provided he/she has more seniority than the employee being bumped and provided he/she has previously held that classification within Macomb Intermediate School District.
- G. An employee exercising his/her bump rights against the junior employee must be qualified and be able to perform the job satisfactorily within ten (10) working days. Failing in this the bumping employee shall carry his/her seniority against the next classification in sequence and the displaced employee shall be returned to the job.
- H. An employee bumping into a lower paid classification shall retain his/her present salary provided it is lower than maximum of the classification onto which he/she has bumped. If not, then the salary shall be frozen for the life of the contract.
- I. An employee laid off shall be given preference if qualified over a new hire for an opening to which he/she has no recall rights within the bargaining unit. The employee in such an instance shall retain his/her seniority, but must serve a standard probationary period for the classification.
- J. Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The Union Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

### Section 5:

#### Recall

- A. When the work force in a classification is increased after a reduction, employees will be recalled in the reverse order from which they were bumped down or laid off without loss of seniority.

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- B. Notice of the recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report to work within ten (10) days from date of receipt of notice of recall his/her employment shall be considered terminated. Extension may be granted by the Employer in proper cases.
- C. Recall rights shall extend for two (2) years or the length of an employee's seniority, whichever is greater.

## ARTICLE XI

### INSURANCE

#### Section 1: Hospital/Medical Insurance

- A. Hospital/Medical Insurance for employees whose most recent date of hire at the MISD is prior to January 1, 1996, shall be provided as follows:

Option 1: Full family coverage, without cost to the employee, comparable to (mutual agreement of the parties) Blue Cross/Blue Shield MVF-1 plus Master Medical Health Care Insurance, including the ML Rider, The OB Rider, the Prescription Rider and the FAE Rider. Full family coverage being the employee's spouse and all dependent children to the age of 19. Carrier will be named by the Board.

Option 2 Any PPO offered by the Board.

Option 3 Any HMO offered by the Board.

- B. Hospital/Medical Insurance for employees whose most recent date of hire at the MISD is on or after January 1, 1996, shall be provided as follows:

Option 1 Medical/hospital insurance comparable to Blue Cross/Blue Shield Comprehensive Major Medical, full family coverage—\$5.00 co-pay prescription drugs; \$250/\$500 deductible; full payment on reasonable charges after \$1,000 per year in co-payments. Full family coverage being the employee's spouse and all dependent children to the age of 19. Carrier to be named by the Board.

Option 2 HMO offered by the Board.

- C. Beginning January 1, 1996, clerical bargaining unit employees who are eligible for medical insurance benefits and elect not to select this fringe benefit will receive \$65.00 per month prorated, not to exceed ten (10) months, payable to an annuity the last pay in June. In order for this plan to be implemented, 20% of the eligible employees must choose the option of not receiving health insurance. It is understood that if the number

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of eligible employees electing this option drops below 20% the program will terminate.

### **Section 2: Prohibition of Medical Coverage**

It is further agreed that in the event the employee's spouse is provided with comparable medical and hospital insurance coverage by his/her employer then Macomb Intermediate School District shall be relieved of its obligation agreement hereto attached provided that at such time as employee's spouse shall have such coverage terminated for reason of layoff, discharge, resignation or death, Macomb Intermediate School District shall then reinstate the above medical and hospital coverage for its employee and provided further that in the event the employee shall refuse to execute the above referred to agreement or shall violate the terms of the agreement then Macomb Intermediate School District shall be relieved of its obligations to the employee during violation period and be entitled to reimbursement by employee of any premium amounts paid by Macomb Intermediate School District on behalf of the employee during the period that employee's spouse was covered by comparable medical and hospital insurance coverage and if such reimbursement is not made by employee on demand therefor, Macomb Intermediate School District shall have the right to withhold such premium amounts from the compensation of employee until full reimbursement has taken place.

Whereas, Section 2 above of the Collective Bargaining Agreement entered into between the Board of Education of the Macomb Intermediate School District and AFSCME, Council 25, Local 1884, Clerical, sets forth certain provisions to avoid a duplication of medical/hospital insurance coverage by Macomb Intermediate School District and a comparable coverage accorded the spouse of the employee of Macomb Intermediate School District, and whereas the undersigned is a member of the Collective Bargaining Unit represented by AFSCME, Council 25, Local 1884, Clerical, and executed this agreement pursuant to the provisions of the Collective Bargaining Agreement above set forth.

Now, therefore, it is mutually agreed by and between the undersigned employee and the Macomb Intermediate School District as follows:

1. That the undersigned employee hereby represents that his/her spouse (does) (does not) have medical and hospital insurance coverage comparable to that provided by Macomb Intermediate

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School District.

2. That if paragraph 1 above is answered in the affirmative, the undersigned employee hereby authorizes Macomb Intermediate School District to terminate his/her insurance coverage.
3. That employee hereby agrees to promptly notify Macomb Intermediate School District of any change in the insurance coverage of employee's spouse and in the event such change consists of a termination of the coverage accorded employee's spouse for any reason then upon receipt of such notification Macomb Intermediate School District shall reinstate the employee to the medical/hospital insurance coverage provided for in the collective bargaining agreement.
4. It is further mutually agreed and understood that in the event the undersigned employee shall violate the terms of this agreement, then Macomb Intermediate School District shall be relieved of the obligation to provide employee with medical/hospital insurance coverage during the violation period and shall be entitled to reimbursement by employee of any premium amounts paid by Macomb Intermediate School District on behalf of the employee during the period that employee's spouse was covered by comparable medical and hospital insurance coverage and if such reimbursement is not made by employee on demand, therefor, Macomb Intermediate School District shall have the right to withhold such premium amounts from the compensation of employee until full reimbursement has taken place.

\_\_\_\_\_  
Employee  
Macomb Intermediate School District

### Section 3: Life Insurance

The Board shall provide without cost to the employee group life insurance protection which shall pay to the employee's designated beneficiary the sum of twenty-five thousand dollars (\$25,000) upon his/her death, with option to purchase additional life insurance through payroll deduction at employee's expense, with a cap of \$25,000. Subject to the terms of the carrier. Provided further that protection shall pay an additional five thousand dollars (\$5,000) in the event of accidental death. The Board shall name the carrier.

**Section 4: Life Insurance for Retirees**

An employee with ten years service at the Macomb Intermediate School District who retires directly into the state retirement plan from the district shall be eligible to participate in life insurance through age 70 at his/her own expense subject to the conditions of the carrier. Life insurance shall be capped at \$7,000.

The retiree prepays life insurance premiums annually directly to the employer.

**Section 5: Dental Insurance**

The Board shall provide dental insurance without cost to the employee up to a maximum of \$29.00 premium per employee per month:

100% of treatment costs for preventive, diagnostic (except radiographs) and emergency palliative (Class I) services and 50% of the balance of Class I benefits paid by carrier and 50% of treatment costs paid by carrier on Class II benefits, with a \$750 maximum per person per contract year on Class I and II benefits. 50% of treatment costs paid by carrier on Class III (orthodontic) benefits, with a \$500 lifetime maximum. Carrier to be named by Board.

**Section 6: Insured Income Protection**

All deductions made for absences covered under the insured income protection policy shall be made from the paycheck immediately following the payroll period during which such absence occurred. Exceptions may be made by the Superintendent or his designate when an insurance check is not received within this time frame.

**Section 7: Discontinuance of Premiums**

The district will discontinue the payment of premiums on hospitalization insurance, dental, disability and life insurance at the time the individual is placed on long term disability and/or after one (1) year from date placed on Workers' Compensation. An employee may continue to maintain coverage by timely payment of the premium to the district.

## ARTICLE XII

### LEAVE PROVISIONS

#### Section 1: Annual Leave

- A. Every full time employee shall be entitled to annual leave pay of .38 of a day for each completed bi-weekly pay period to a limit of ten (10) work days annually.
- B. After five (5) consecutive years of service, a full time employee is entitled to .57 of a day for each completed bi-weekly pay period to a limit of fifteen (15) work days annually.
- C. After ten (10) consecutive years of service a full time employee is entitled to .65 of a day for each completed bi-weekly pay period to a limit of seventeen days (17) annually.
- D. After thirteen (13) consecutive years of service, a full time employee is entitled to .77 of a day for each completed bi-weekly pay period to a limit of twenty (20) work days annually.
- E. After twenty (20) years of consecutive years of service, a full time employee is entitled to .80 of a day for each completed bi-weekly pay period to a limit of twenty-one (21) work days annually.
- F. After twenty-one (21) consecutive years of service, a full time employee is entitled to .84 of a day for each completed bi-weekly pay period to a limit of twenty-two (22) work days annually.
- G. After twenty-two (22) consecutive years of service, a full time employee is entitled to .88 of a day for each completed bi-weekly pay period to a limit of twenty-three (23) work days annually.
- H. After twenty-three (23) consecutive years of service, a full time employee is entitled to .92 of a day for each completed bi-weekly pay period to a limit of twenty-four (24) work days annually.



## ARTICLE XII

- I. After completion of twenty-four (24) consecutive years of service and beginning with twenty-fifth year and years following thereafter, a full time employee is entitled to .96 of a day for each completed bi-weekly pay period to a limit of twenty-five (25) days MAXIMUM.
- J. Leave days may be accumulated to forty-five (45) work days.
- K. Leave days cannot be used by an employee until he has been on the payroll for six (6) continuous months.
- L. Annual leave schedules for employees of all departments shall be developed by the Employer's designate and must have approval of the Employer.
- M. Annual leave will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the Employer. Peak times of business activity shall be posted in each department.
- N. Annual leave time in excess of two (2) days must be requested at least three (3) weeks in advance unless otherwise approved by the Employer.
- O. Once an annual leave period of not less than one (1) week has been established the employee may upon prior request receive any regular pay check to be missed during said annual leave period on the last workday prior to that annual leave period.

### Section 2:

#### Parental Leave

- A. An employee may request a parental leave for the purpose of attending a newly born or newly adopted child. Such request shall be submitted to and may be granted by the Board of Education. Such leaves may be up to one (1) calendar year. A one year extension may be requested and shall be granted at the discretion of the Board of Education. A notice of intent to return to work must be received by the Personnel Office not less than two (2) months prior to termination of said leave.
- B. The Board shall pay three (3) monthly premiums for medical, dental, and term life insurance, commencing with the first premium date after the beginning of parental leave.

## ARTICLE XII

- C. An employee returning from parental leave within ninety (90) calendar days shall return to the position he/she left. An employee returning after ninety (90) calendar days shall return to an equal or lesser classification provided an opening exists for which he/she is qualified.

### **Section 3: Jury Duty/Subpoena**

An employee shall be given paid leave when required to serve on a jury, or appear pursuant to a subpoena if MISD related. An employee shall endorse his/her jury/subpoena payment, less mileage expense, thus receiving his/her regular paycheck from the employer.

### **Section 4: Sick Leave**

Employees shall be permitted to be absent from their duties with the Macomb Intermediate School District without loss of pay because of personal illness, subject to the following conditions:

- A. Employees shall be granted six (6) days per year credited to his account on the first day he reports for duty each year. Said days are not accumulative from year to year.
- B. Commencing with the seventh (7th) day the Employer shall provide income protection insurance without cost to the employee for all full time employees covered under this section in accordance with the following provisions:
  - 1. 70% of income to a maximum of \$1,800 per month for fifty-two (52) weeks in case of sickness, accident, or maternity. Benefits shall begin on the first (1st) day of hospitalization or outpatient surgery, or on the seventh (7th) work day of illness in any current year.
  - 2. Long term disability payments shall begin at the end of fifty-two (52) weeks in the amount of 60% of salary to a maximum of \$1,500 per month according to the following schedule:

## ARTICLE XII

<u>Age at Disablement</u>	<u>Duration of Benefits (In Years)</u>
---------------------------	--

Less than 60	To age 65
60	5 years
61	4 years
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69	1 or until age 70

3. Insurance company to be selected by the Board.

- C. Absences of less than seven (7) days resulting from a minor personal injury arising out of and in the course of employment with Macomb Intermediate School District shall not be deducted from the six (6) allowable days of absence, provided the employee files at the Superintendent's Office within three (3) days of the injury a statement from his doctor stating the number of days he/she will be unable to work.
- D. If an employee is absent for more than ninety (90) consecutive working days due to illness, accident, or maternity the Employer may post and fill the position. After recovery and upon the furnishing of a note from the employee's physician stating that the employee is ready to assume the duties of the position, the employee shall bump the lowest seniority employee in the classification from which he/she left.

### **Section 5: Illness in Family**

Employees shall be permitted to be absent from their duties from the Macomb Intermediate School District without loss of pay because of illness in the immediate family subject to the following considerations:

- A. A maximum of two (2) days annually may be used, chargeable against accumulated allowable days of absence as defined in Section 4A. After allowable sick days are used, an additional

## ARTICLE XII

two (2) days may be granted by the Superintendent because of illness in the immediate family.

- B. The immediate family for purposes of this section shall be defined as spouse, children, any person acceptable as an exemption on the employee's Federal Income Tax, or any person who makes his home with the employee and in the judgment of the Superintendent or his designate is economically, emotionally and socially dependent on the employee.
- C. Absences shall be considered as necessary only when no other arrangements for care are possible.
- D. The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the person requiring care.
- E. In all cases "other arrangements" are usually considered possible within two (2) days after the emergency.

### **Section 6: Bereavement Leave**

- A. Employees shall be granted up to seven (7) calendar days leave immediately following a death in the immediate family. The immediate family for purposes of this section shall be defined as parents, spouse, children, siblings, grandchildren, step-children, son and/or daughter-in-law, grandparents, mother and/or father-in-law or any person who makes his home with the employee and in the judgment of the Superintendent or his designate is economically, emotionally and socially dependent on the employee. The Superintendent or his designate may grant one (1) day leave to attend the funeral of a relative or close friend. Such leave shall not be deductible from the sick leave allowance.
- B. The Superintendent or his designate may extend these provisions in instances when in his judgment the time limitation is not sufficient to allow for all the adjustments occasioned at the time of bereavement.

### **Section 7: Personal Leave**

## ARTICLE XII

Employees shall be permitted to be absent from their duties without loss of pay for reasons of personal business subject to the following conditions:

- A. A maximum of two (2) days each year not chargeable against accumulated allowable days as provided shall be granted. This time may be used in blocks of not less than one (1) hour. Unused days shall not accumulate.
- B. Personal business shall be defined as that activity which requires the presence of the employee, the timing of which is beyond the control of the employee and reasonably cannot be conducted at any time other than during the duty day.
- C. Requests for absences shall be submitted as follows:
  - 1. They shall be submitted in advance in writing for verification of the criteria as stated in "B" above to the employee's immediate supervisor. Exceptions shall be made only in cases of emergency.
  - 2. In cases where doubt exists as to whether or not the criteria have been met, the request may be submitted to the Superintendent.
- D. Requests for absence because of activities arising out of employment other than with the Macomb Intermediate School District, or as a result of membership in organizations, shall not be approved.

### **Section 8: Extended Health Leave**

Extended health leave due to physical or mental causes not falling within the sick leave policy may be granted by the Board of Education or its designate without pay upon request by the employee. Such request shall be in writing and shall be accompanied by a written evaluation by the attending physician. Such extended health leave shall be considered for renewal annually.

### **Section 9: Workers' Compensation**

Absences resulting from a major personal injury arising out of and in the course of employment with Macomb Intermediate School District

## ARTICLE XII

which entitles the injured employee to compensation under the provisions of the Workers' Compensation Act shall be considered as follows:

- A. The Employer shall pay the difference between the amount paid to him by Workers' Compensation Insurance and his/her regular salary for a period not to exceed the six (6) allowable days of absence provided that the employee turns into the Superintendent's Office for recording, all Workers' Compensation checks received from the date of the injury to the expiration of the six (6) allowable days of absence.
- B. An employee receiving Workers' Compensation pay shall not work for an employer other than the Macomb Intermediate School District without first notifying, in writing, the Personnel Office of his/her prospective employment.

### **Section 10: Education/Family Responsibility Leave**

- A. An employee who has been employed in the district for a minimum of three (3) years may be granted leave by the Board of Education not to exceed one (1) year for education and family responsibilities.
- B. An employee being granted such leave shall be required to give twenty (20) days written notice of intent to return to work and shall be returned to the first open position in his/her classification or lesser classification for which he/she is qualified. Management shall have the option to waive the twenty (20) day requirement if feasible and if agreeable to the employee.
- C. Such leave shall carry no remuneration and no credit on the salary schedule.
- D. Failure to provide such notice of intent to return to work as indicated above will constitute termination of employment.

### **Section 11: Conferences/Workshops**

- A. With recommendation of his/her department head and prior written approval of Employer, an employee may be granted a maximum of five (5) days during each school year without pay

## **ARTICLE XII**

deduction to attend conference, workshops or institutes in connection with his/her employment, with reimbursement for reasonable expenses incurred by such attendance.

- B. Employees who are asked by the Employer to represent the Macomb Intermediate School District at conventions, workshops, conferences and visitations shall be permitted to be absent from their duties without loss of pay and without charge against accumulated allowable days of absence.

### **Section 12: Physical Examination Upon Return From Leave**

Each employee at the discretion of the Board shall upon return from leave of absence or upon return from sick leave, submit to a physical examination by a physician designated by the Employer and such examination shall be at the Employer's expense.

### **Section 13: Documentation of Illness**

An employee using the fourth (4th) unscheduled docked day and thereafter may be required by the Employer to furnish written proof of illness or other documentation.

## ARTICLE XIII

### DURATION AGREEMENT

This Agreement shall become effective on January 1, 1995, and shall continue in full force and effect until December 31, 1997, and from year to year thereafter.

In the event either party wishes to terminate this Agreement or modify or amend any article or clause hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the terminal date of this Agreement. The modification or amendments of any specific article or clause shall not affect the remainder of this contract.

Special conferences for important matters may be arranged between the parties pursuant to the provisions of Article V, Section 4.

If no notice of termination or modification is given by either party as provided for herein, then this Agreement shall automatically continue in full force and effect from year to year.

The Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the MACOMB INTERMEDIATE SCHOOL DISTRICT, an Intermediate School District of the State of Michigan, has caused the foregoing Agreement to be executed by the President and Secretary of said INTERMEDIATE SCHOOL DISTRICT as directed and authorized by the Board of Education of said INTERMEDIATE SCHOOL DISTRICT and the INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, and COUNCIL 25, and its affiliate LOCAL UNION #1884 has caused the foregoing Agreement to be executed by its duly constituted officers, all having signed on the date and year first above written.



ARTICLE XIII

BOARD OF EDUCATION  
MACOMB INTERMEDIATE SCHOOL DISTRICT  
COUNTY OF MACOMB

INTERNATIONAL UNION  
AFSCME COUNCIL 25  
LOCAL #1884

John A. Bozymowski  
President

Cheryl L. Murphy  
Staff Representative

Edward V. Farley  
Secretary

Negotiating Team:

Susanne E. Essamire  
Kathleen G. Huebner  
Samantha Bridges  
Corrie Lon Dagg  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SALARIES

Salaries are to be paid bi-weekly on the basis of twenty-six (26) pay periods of ten (10) days each, based on annual salary.

Ten (10) month employees shall have the option to be paid in twenty-six (26) bi-weekly installments.

**SALARY SCHEDULE FOR 12 MONTH CLASSIFIED EMPLOYEES**

1995

<u>Classified Positions</u>	<u>Occupational Grouping</u>	<u>Minimum</u>	<u>Maximum</u>
0	Project Technician	\$25,586	\$35,201
1	Assistant Superintendent	23,877	33,597
2	Senior Director	23,368	33,333
3	Director	21,903	32,584
4	Assistant Director/Principal/Coordinator	21,846	31,142
5	Consultant/Direct Service/Truant Officer/ Transportation/School Support	20,513	30,449
6	Curriculum Clerk	20,513	29,699
7	Switchboard Operator/General Services Clerk	20,513	26,442
8	Other	20,244	26,175

**Business/Accounting**

Payroll Clerk I/Records Clerk/Senior Bookkeeper-Cashier	21,932	32,226
Account Clerk	21,366	31,676
Payroll Clerk II	20,513	30,449

**Media**

Technician I	25,376	34,830
Technician II	21,932	30,118
Clerk Specialist	21,173	31,107
Media Clerk/Library Clerk/AV Clerk	20,513	29,699

**Word Processors**

Specialist	21,173	31,107
Word Processor	20,513	30,449

\* In the event the switchboard operator is qualified, capable and willing to assume additional responsibilities equal to that of the assignment of the role of Secretary to the Building and Grounds Supervisor, said employee will be eligible to be employed in such classification with a salary of Secretary Class IV maximum, provided such vacancy exists, determined by the Board of Education and/or Superintendent.

**SALARY SCHEDULE FOR 12 MONTH CLASSIFIED EMPLOYEES**

1996

<u>Classified Positions</u>	<u>Occupational Grouping</u>	<u>Minimum</u>	<u>Maximum</u>
0	Project Technician	\$26,098	35,905
1	Assistant Superintendent	24,355	34,269
2	Senior Director	23,835	34,000
3	Director/Principal/Transportation Manager	22,341	33,236
4	Assistant Director/Coordinator	22,283	31,765
5	Consultant/Direct Service/Truant Officer/ Transportation/School Support	20,923	31,058
6	Switchboard Operator/General Services Clerk	20,923	26,971
7	Other	20,649	26,699
 <u>Business/Accounting</u>			
	Payroll Clerk I/Records Clerk/Senior Bookkeeper-Cashier	22,371	32,871
	Account Clerk	21,793	32,310
	Payroll Clerk II	20,923	31,058
 <u>Media</u>			
	Technician I	25,884	35,527
	Technician II	22,371	30,720
	Clerk Specialist	21,596	31,729
	Media Clerk/Library Clerk/AV Clerk	20,923	30,293
 <u>Word Processors</u>			
	Specialist	21,596	31,729
	Word Processor	20,923	31,058

\* In the event the switchboard operator is qualified, capable and willing to assume additional responsibilities equal to that of the assignment of the role of Secretary to the Building and Grounds Supervisor, said employee will be eligible to be employed in such classification with a salary of Secretary Class IV maximum, provided such vacancy exists, determined by the Board of Education and/or Superintendent.

**SALARY SCHEDULE FOR 12 MONTH CLASSIFIED EMPLOYEES**

1997

<u>Classified Positions</u>	<u>Occupational Grouping</u>	<u>Minimum</u>	<u>Maximum</u>
0	Project Technician	\$26,620	\$36,623
1	Assistant Superintendent	24,842	34,954
2	Senior Director	24,312	34,680
3	Director/Principal/Transportation Manager	22,788	33,901
4	Assistant Director/Coordinator	22,729	32,400
5	Consultant/Direct Service/Truant Officer/ Transportation/School Support	21,341	31,679
6	Switchboard Operator/General Services Clerk	21,341	27,510
7	Other	21,062	27,233

**Business/Accounting**

Payroll Clerk I/Records Clerk/Senior Bookkeeper-Cashier	22,818	33,528
Account Clerk	22,229	32,956
Payroll Clerk II	21,341	31,679

**Media**

Technician I	26,402	36,238
Technician II	22,818	31,334
Clerk Specialist	22,028	32,364
Media Clerk/Library Clerk/AV Clerk	21,341	30,899

**Word Processors**

Specialist	22,028	32,364
Word Processor	21,341	31,679

- \* In the event the switchboard operator is qualified, capable and willing to assume additional responsibilities equal to that of the assignment of the role of Secretary to the Building and Grounds Supervisor, said employee will be eligible to be employed in such classification with a salary of Secretary Class IV maximum, provided such vacancy exists, determined by the Board of Education and/or Superintendent.

APPENDIX "A"

SALARY COMPUTATION FOR  
TEN MONTH SECRETARIAL EMPLOYEES

<u>Leave Factor</u>	<u>*Payable Work Days</u>	<u>Payable Work Weeks</u>
.38	205.00 divided by 5 =	41.00
.57	208.76 divided by 5 =	41.75
.65	210.34 divided by 5 =	42.07
.77	212.71 divided by 5 =	42.54
.80	213.30 divided by 5 =	42.66
.84	214.09 divided by 5 =	42.82
.88	214.88 divided by 5 =	42.98
.92	215.67 divided by 5 =	43.13
.96	216.46 divided by 5 =	43.29

Computation

Maximum classification salary divided by 52 weeks = \$ maximum weekly salary.

Payable work weeks X \$ maximum weekly salary = \$ salary for maximum classification.

Example

Class III - salary \$13,993 (under five (5) years) .38 leave factor.

\$13,993 divided by 52 weeks = \$269.10 week.

41.00 work weeks X \$269.10 = \$11,033.10 annual salary.

\*Work Days Computation

185 + 12.5 holidays = 197.5 payable days divided by 10 = 19.75 pay periods X .38 (leave factor) = 7.5 earned vacation days + 197.5 work days = 205 payable work days.

APPENDIX "B"

1996

TEN MONTH SECRETARIAL 185 DAY CALENDAR

Return to work	Wednesday, January 3, 1996
Midwinter Break:	Begins end of the day Wednesday, February 14, 1996
	Return on Monday, February 19, 1996
Spring Recess	Thursday, April 4, 1996 (End of day)
Return to Work	Monday, April 15, 1996
Memorial Day	Monday, May 27, 1996
Return to work	Tuesday, May 28, 1996
Last Day: 185	Friday, June 14, 1996
Labor Day	Monday, September 2, 1996
Return to work	Tuesday, September 3, 1996
Thanksgiving	Wednesday, November 27, 1996 (Begin at noon)
Return to Work	Monday, December 2, 1996
Winter Recess	Thursday, December 19, 1996 (End of day)

**NOTE:** The above calendar is included for your convenience, however, there may be some individual variation. Article VI, Section 8, A.1 says, "Define actual days to be worked by professional person served."

October 26, 1995

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