

3465

6/30/97

MASTER AGREEMENT

between the

MOUNT CLEMENS  
BOARD OF EDUCATION

and the

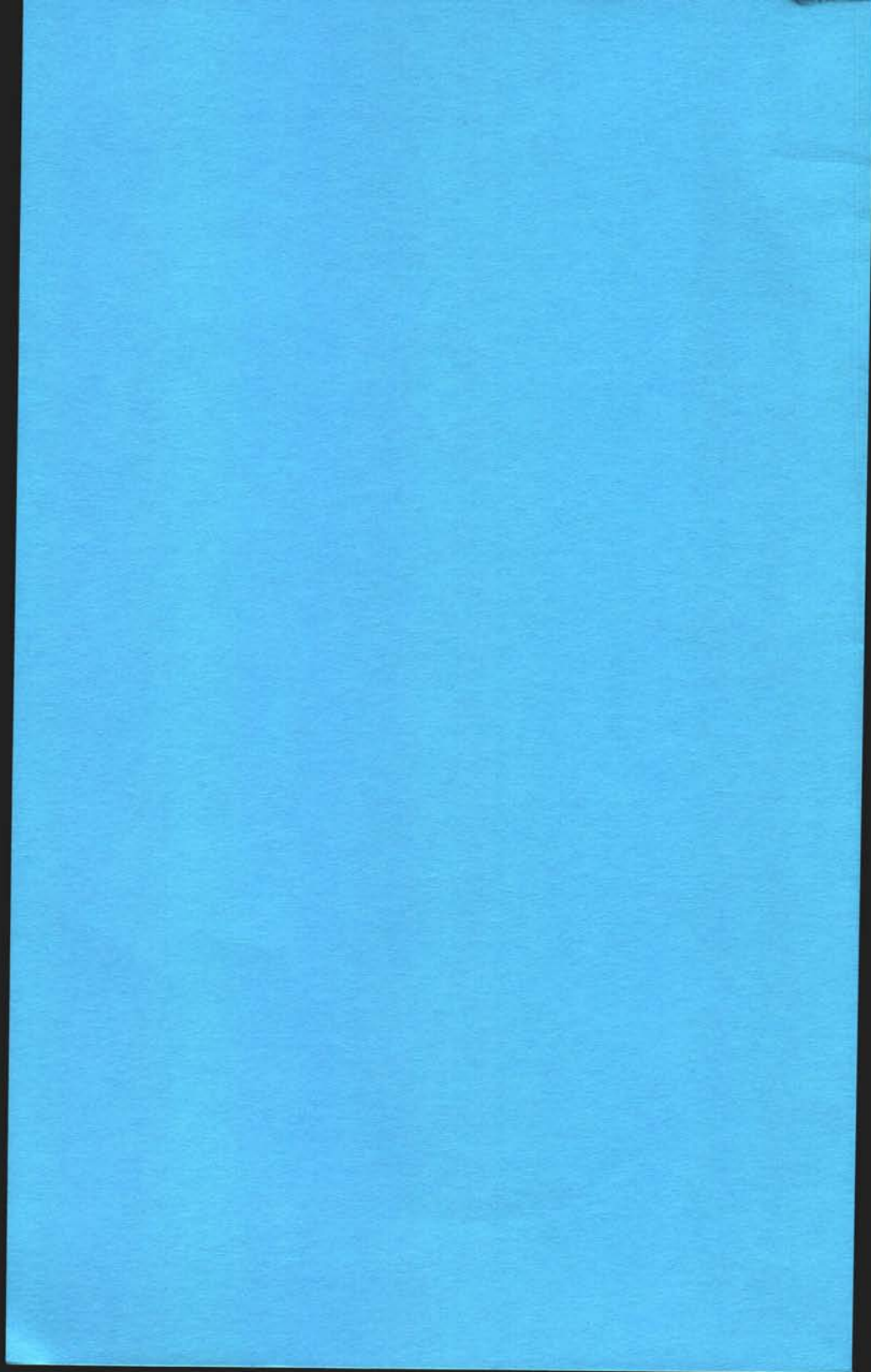
MOUNT CLEMENS ASSOCIATION OF  
EDUCATIONAL  
OFFICE EMPLOYEES, MEA-NEA

Mount Clemens Community School District

July 1, 1994 to June 30, 1997

*Mount Clemens Community Schools*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University



Agreement between the Mount Clemens Board of Education and the  
Mount Clemens Association of Educational Office Employees, MEA-NEA

The Board of Education of the Mount Clemens Community School District, hereinafter called the "Board" and the Mount Clemens Association of Educational Office Employees, MEA-NEA hereinafter called the "Association", pursuant to the Public Employment Relations Act, Act 379 of Michigan Public Acts of 1965, do hereby agree as follows:

Section		Page
I	Recognition . . . . .	1
II	Board of Education Rights and Responsibilities . . . . .	1
III	Association and Employee Rights . . . . .	2
IV	Association and Employee Responsibilities . . . . .	4
V	Membership, Fees and Payroll Deductions . . . . .	5
VI	Working Conditions . . . . .	6
VII	Hours of Work . . . . .	7
VIII	Vacations . . . . .	8
IX	Holidays . . . . .	8
X	Classification . . . . .	9
XI	Compensation . . . . .	10
XII	Probation . . . . .	12
XIII	Seniority . . . . .	13
XIV	Vacancies, Promotions, and Reassignments . . . . .	14
XV	Paid Leave . . . . .	15
XVI	Unpaid Leave . . . . .	21
XVII	Insurance Protection . . . . .	23
XVIII	Termination, Dismissal, Reprimands . . . . .	24
XIX	Retirement . . . . .	29
XX	Protection of Employees . . . . .	30
XXI	Grievance Procedure . . . . .	32
XXII	Negotiation Procedure . . . . .	34
XXIII	Miscellaneous Provisions . . . . .	35
XXIV	Duration . . . . .	36

Appendices

A	Classification Schedule . . . . .	37
A-1	Minimum Qualifications . . . . .	38
B	Salary Schedule . . . . .	39
C	Objections to Political-Ideological Expenditures . . . . .	41
D	Office Employees Evaluation Guidelines . . . . .	43
	Letter of Understanding . . . . .	45

## SECTION I -- RECOGNITION

- A. The Board of Education recognizes the Mount Clemens Association of Educational Office Employees, Michigan Education Association (MCAEOE/MEA-NEA) as the sole and exclusive bargaining representative in all matters prescribed by State law for all regular office employees, excluding the positions of Secretary to the Superintendent, Secretary to the Director of Personnel and Administrative Services, Secretary to Assistant Superintendent for Instruction and Secretary to the Assistant Superintendent of Business Services and Operations.
- B. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement.
- C. The term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to female employees shall include male employees.

## SECTION II -- BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

- A. Both parties to this Agreement recognize that because of limitations which apply, and for sound business practices in the operation of the schools, the Board of Education has the responsibility of limiting expenditures to reasonably anticipated revenues.
- B. The Board and the Association agree that 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, including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in respect to the execution of their professional duties and responsibilities.
  - 2. To hire all employees, and, subject to the provisions of the law and this Agreement, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.

3. To determine the hours of work, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment, as modified by this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

- C. This section shall be subject to the provisions of this Agreement and shall not detract from employee rights provided in the Michigan Public Acts 282 and 379 of 1965.

#### SECTION III -- ASSOCIATION AND EMPLOYEE RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board as a duly elected body exercising governmental powers under the laws of the State of Michigan, undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of her/his membership in the Association, her/his participation in any activities of the Association or collective professional negotiations with the Board, or her/his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members shall, upon proper application and/or approval, be permitted to hold meetings in school facilities. Such use shall be free of charge, provided no additional custodial service cost is involved for the school district. The Association agrees that all of its association activities will be conducted so as not to interfere with regular assigned duties and their related obligations.
- C. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district and such other information as will assist the Association in developing intelligent, accurate informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint.

- D. The Association shall have the right to use, on the school premises, equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use, provided prior approval is obtained from the building principal or his/her representative. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for the cost of any repair which may result from any damage to the equipment through such use.  
The Association, through its official representative(s), shall have the right to use the school mails to distribute Association material.
- E. Duly authorized officials of the Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.
- F. Employees shall be entitled to full rights of citizenship and no political or religious activities, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such employees. To the extent that the private and personal life of an employee may result in a discredit to the Association and to the school system of which s/he is a part, such conduct shall be a concern of both parties of this Agreement.
- G. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status.
- H. Each office employee under this Agreement shall have the right, upon request, to review the contents of her/his records, including evaluations of job performance. No materials detrimental to the employee may be placed in her/his file without providing the employee an opportunity to file a written response thereto and said response shall become a part of her/his file. A representative of the Association may be requested to accompany the office employee in such review if requested by the office employee. All items exempt by law shall not be subject to review or employee response.
- I. Whenever possible, the duties of any employee or the responsibility of any position in the bargaining unit shall not be transferred to persons not covered by this Agreement.
- J. The Board agrees that administrators or non-bargaining unit personnel shall not be used to replace regular employees in the bargaining unit for more than five (5) days, extendable by mutual agreement between the Board and the Association, except in cases of emergency when Association employees are not available or have refused to\* do the work as assigned except in cases where



unsafe conditions are being charged by an employee. For the purposes of this provision, an emergency shall be defined as an unforeseen circumstance or combination of circumstances which call for immediate action in a situation which is not of a recurring nature. This provision is not intended to prevent the hiring of substitutes to temporarily assume the duties of bargaining unit members while on personal/sick day use or leaves.

- K. In the event provisions of Section 15 (3) (F) of PERA as amended in HB5128 take effect, the parties agree that the Board of Education at its sole discretion may consider contracting out positions vacated by attrition only, to third parties. If at a later date this legislation is repealed or declared invalid, any affected previous bargaining unit work or positions will immediately return to the bargaining unit.

Nothing in the above will nullify the right or responsibility of the Association to represent any current or future employee as provided by law.

\* The words "or have refused to" in line five above are intended to mean and be interpreted as meaning:

The right of any member or members of the bargaining unit to refuse to perform duties or tasks when assigned, directed, or requested to, if such duties or tasks:

- (a) are clearly defined duties of another bargaining unit of the school district; or
- (b) are a real or perceived threat to the health, safety, or welfare of the individual member; or
- (c) are a clear violation of the terms of this Agreement.

The term "or have refused to" is not to be used to allow members to avoid performing duties or tasks when such duties or tasks are normal functions of bargaining unit members; or tasks that a member may find objectionable or distasteful but not for one of the reasons listed previously.

#### SECTION IV -- ASSOCIATION AND EMPLOYEE RESPONSIBILITIES

- A. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the terms of this Agreement, it will not instigate, participate in, encourage or support any strike, as defined by Section 1, of Public Act 336 of 1947 of Michigan, as amended, against the Board by an employee or group of employees.

SECTION V -- MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. All employees covered by the terms of this Agreement shall as a condition of continued employment, execute an authorization for the deduction of Association dues and assessments, or for the deduction of a sum equivalent to the Association dues and assessments as a service fee.

The authorized deduction of dues and assessments and service fees shall be made once each month for ten (10) months - September through June - to be deducted from the second paycheck in September and each month thereafter.

Sums deducted as dues and assessments accompanied by an alphabetized list of employees from whose paychecks deductions have been made shall be forwarded to the Association Treasurer within five (5) work days after each deduction.

The payroll deduction for dues and assessments will not be increased more than once annually during the term of this Agreement.

- B. Employees, as defined in this Agreement, who are not members of the Association, and have completed their probationary period shall, as a condition of continued employment, join the Association or pay a service fee equal to the dues uniformly required of all members. In the event that an employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in this Agreement, the Board shall, at the written request of the Association, terminate the employment of such employee within thirty (30) days after receipt by the Board of such written notification. The parties expressly recognize that the failure of any employee to comply with the provisions of this Section is just and reasonable cause for discharge. In the event of compliance at any time prior to discharge, charges shall be withdrawn.
- C. The Association agrees to reimburse the Mount Clemens Community School District, hereinafter referred to as the District, for the amount of any money deducted by the District and paid to the Association, which deduction is determined to be illegal and improper, or in excess of a proper deduction. The Association further agrees to defend, indemnify, and hold harmless the District employees charged with administering this Section, and members of the Board of Education from any and all liabilities, losses, claims, damages, or expenses arising out of the discharge of any employee as a result of action taken by the Board pursuant to this Section. Furthermore, the Association agrees to defend and indemnify the District for all costs or other expenses arising out of any other actions initiated against employees charged with administering this section.

- D. Employees paying the service fee provided for herein or whose service fees have been deducted by the Board from their salaries/wages may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association, a copy of which is attached hereto and made a part hereof as Appendix C.
- E. The Board shall also make payroll deductions upon written authorization from Association members for Board approved annuities, Macomb Schools and Government Credit Union, United States Savings Bonds, United Fund, or any other plans or programs jointly approved by the Association and the Board.

#### SECTION VI -- WORKING CONDITIONS

- A. The employees agree to observe reporting procedures relative to the notification of absence and return to work, as established by their administrators or supervisors.
- B. The Board agrees to make available adequate equipment and supplies for each building. The Board will provide adequate clerical assistance for each building, within the limitation of funds.
- C. Employees shall not be required to work under conditions which are deemed unsafe or hazardous by a representative of both parties to this Agreement, or to perform tasks which in the opinion of such representatives endanger their health, safety, or well-being.

Security for office employees will be provided when school is not in session. Employees must notify the Assistant Superintendent for Business and Operations or Facility Manager when they are going to be working in the building when the office is normally closed.

If, due to temperatures within a school building or a building emergency, any district employees are released from the building, the employees covered by the terms of this Agreement shall also be treated in the same manner for the day without loss of pay.

- D. The Board agrees to make every reasonable effort to provide qualified substitutes for office employees when necessary.
- E. Office employees will not be required to serve in an instructional capacity but in cases of emergency can be used to monitor students. In the event a student's behavior becomes disruptive after s/he has been left with the office employee, immediate action may be taken as follows:

1. Contact the building administrator or his/her designee for resolution of the problem.
  2. By the opening of the students' school year, each building administrator shall develop a plan to address emergency situations which arise in their absence.
- F. Aides and para-professionals shall not be assigned nor perform work normally assigned to or performed by persons in the clerical employees' unit. They shall be limited to work related to the instructional (classroom) program.

Cooperative Office Training students assigned to school district offices shall perform work as assigned by and under the supervision of clerical office personnel. This shall not preclude administrative personnel from assigning such clerical tasks to trainees for training purposes only.

A list of cooperative training students and/or paid student aides shall be provided to the President of the Association within the first six (6) weeks of the current school year. The list shall include the students' names and their locations of placement within the district.

- G. Employee evaluations shall be conducted according to conditions as listed in Appendix D.
- H. Volunteers shall not perform work assigned to persons in the clerical employee's unit.
- I. At the employee's choice, he/she will be allowed to attend one administratively pre-approved state-wide or area conference per year at district expense.

#### SECTION VII -- HOURS OF WORK

- A. Regular full-time office personnel will work seven and one-half (7.5) hours per day during fiscal year 1994-95, seven and three-quarter (7.75) hours per day during fiscal year 1995-96 and eight hours (8) per day during fiscal year 1996-97. These hours exclude the lunch period but include two fifteen-minute break periods.
- B. The minimum lunch period shall be 45 consecutive minutes when school is in session. When school is not in session, the minimum lunch period shall be 60 consecutive minutes.
- C. A fifteen (15) minute break period will be allowed in the morning and in the afternoon as scheduled by the supervisor.

- D. For regular part-time employees, hours will be determined at the time of employment.
- E. Employees will be scheduled to give maximum benefit to their area of service.
- F. Any overtime assignments must first be offered to the person(s) in the department in which the work originates. If no one accepts the overtime, it should then be offered to the remainder of the secretaries in that particular building providing they have the skills and knowledge to perform the task. If it becomes necessary to call in a substitute to assist with the excessive workload, these substitute days are capped at a yearly maximum of fifteen days per department, extendable by mutual agreement between the Board and the Association. Overtime will be paid only when authorized by an administrator.
- G. Special assignments are defined as work assigned which is not included in the office employee's job description and which is not of a recurring nature.

#### SECTION VIII--VACATION

- A. Payment for vacation earned during 1993-94, shall be made during the first pay period of July 1994.

#### SECTION IX--HOLIDAYS

##### CALENDAR

- A. Employees scheduled to work 205 days will be scheduled to work during the school year and immediately preceding and immediately following the school year, with the following exclusions:

LABOR DAY  
THANKSGIVING DAY  
FRIDAY FOLLOWING THANKSGIVING DAY  
CHRISTMAS HOLIDAY RECESS  
MARTIN LUTHER KING JUNIOR DAY  
GOOD FRIDAY  
THE WEEK OF SPRING RECESS  
MEMORIAL DAY  
JULY 4TH

- B. Employees scheduled to work 230 days will not be scheduled to work the excluded days listed in paragraph (A) above. In addition, they will meet with their supervisors to mutually agree to their 230 day work schedule.

- C. Regular full-time and regular part-time employees' holidays set forth in subparagraph A above are further defined by the following addendum:
1. In the event that any of the heretofore listed holidays should fall on a Saturday, then the Friday preceding that Saturday shall be observed as that holiday heretofore designated.
  2. In the event that any of the heretofore listed holidays should fall on a Sunday, then the Monday following shall be observed as that holiday heretofore designated.
  3. In the event this clarification of Saturdays and Sundays should in any way conflict with the school calendar, then the parties to this contract agree to cooperatively work out a mutually acceptable date in lieu of the foregoing.
  4. If July 4 should occur on a Tuesday, then the bargaining unit members shall also receive Monday off without loss of pay. If July 4 should occur on a Thursday, then the bargaining unit members shall also receive Friday off without loss of pay.

#### SECTION X -- CLASSIFICATION

- A. A classification schedule will be established governing all office positions in the school district. (See Appendix A)
- B. The Board shall review the classification schedule annually in April, for purposes of determining whether or not unit employees are appropriately placed on the classified schedule, and shall notify the Association of such review and action taken in writing by July 1.

If an employee's position is eligible to be classified upward, this shall be done effective as of the date of the work change without necessitating any posting or testing. If the position is classified downward, the employee shall retain her current classification and pay until the position is vacated.

It is understood the Association may file a grievance at Level Three in those instances where it believes the classification is inappropriate.

- C. In situations other than layoffs and recalls, and to maintain good office management, an office employee involuntarily transferred to another comparable position will have no reduction in salary.

Should the new assignment be substantially different from the previous position, the employee shall have her/his classification reviewed in accordance with Section X, B. above.

- D. Employees shall be classified according to the existing classification schedule. In the event a new classification is required, the Board shall establish placement on the classification schedule, job title, and wage rate, and notify the Association in writing. It is understood the Association may file a grievance at Level Three in those instances where it believes the classification is inappropriate.

#### SECTION XI -- COMPENSATION

- A. All regular full-time or part-time office employees will be placed on the proper step on the classification and salary schedule effective on July 1 each year. (See Classification Schedule, Appendix A, and Salary Schedules Appendix B).
1. Experience factor
    - a. Full increment to a maximum of three (3) years of outside full-time office experience and/or full-time office related education beyond high school diploma may be allowed as determined by the superintendent or his/her designated representative.
    - b. Cooperative Office Training will not be used as a factor in computing allowances for experience.
  2. Less than 230 day full-time employees will receive pro-rated salary, and they may have the option of receiving salary on a bi-weekly basis throughout the calendar year.
  3. Any office employee, except substitutes, hired on a temporary basis, shall not be employed for a period longer than ninety (90) calendar days.
- B. Any employee in the unit assigned in writing by an administrator\* to temporarily\*\* assume the duties of another employee or position - either as a separate assignment or in addition to her/his own assignment - will be paid the rate of the higher classification for all hours worked while performing such duties.

Should an employee be assigned in writing by an administrator\* to assume the duties of another employee or position which is a lateral or lower classification along with her/his own duties, s/he shall be paid the equivalent of a step increase in her/his classification for the duration of the assignment.

An employee's pay rate shall not be reduced because of any temporary changes in duties.

Any such assignments shall be on a short-term basis only, and the Association informed of any assignment extending beyond two weeks.

\*It shall be the responsibility of the administrator who makes the assignment to obtain appropriate approval from the superintendent or his/her designee.

\*\*Temporary assignments shall not include those assignments made for purposes of covering an employee's scheduled vacation period.

C. Payment for overtime, when approved in advance by a supervisor and/or administrator to work beyond the full-time normal work day, shall be paid as follows:

1. At the rate of time and one-half (1-1/2) after seven and one-half (7-1/2) hours per day 1994-95, seven and three-quarter (7.75) hours per day 1995-96 and eight (8.0) hours per day 1996-97, and any time worked on Saturdays or excluded days.
2. At the rate of double time (2) for any time worked on Sundays and holidays as listed in Section IX, A.
3. Compensatory time to be paid at time and one-half (1-1/2)
4. Mileage to be paid at same rate as the highest rate being paid in the district.

D. Longevity will be paid effective July 1 of each year, as a part of the employee's regular paycheck, as follows:

1. \$400 upon completion of five (5) years of service.
2. \$1,000 upon completion of ten (10) years of service.
3. \$1,600 upon completion of fifteen (15) years of service.

E. The Board shall pay the required percent of wages into the Michigan Public School Employees Retirement System (Excluding MIP contributions) on behalf of each bargaining unit member.

F. Federally funded program employees or other specially funded program employees.



1. Positions supported from Federal funds or other specially funded programs shall be paid at the rates established for full-time and regular part-time employees under this Agreement.
2. Positions thus created shall be posted to all current employees in accordance with provisions of Section XIV -- Vacancies, Promotions and Reassignments. In case of exceptions the Administration will consult with the Association.
3. Should the funds from which a position or positions are paid be reduced or discontinued, and result in lay off, lay off procedures shall be in accordance with provisions of Section XVIII -- Termination, Dismissal, Reprimands, Lay off and Recall.
4. Government subsidized employees, for personnel and pay purposes, will be classified at entry level status.
  - a. Government subsidized candidates who do not meet the job qualifications and requirements and who are employed as trainees shall be employed in a special Trainee Classification to be jointly agreed to by the Association and Board until they meet the entry level requirements. At this time such employees shall be advanced to the entry level status.
  - b. Government subsidized employees shall not be employed to replace current employees or in current employee positions.

#### SECTION XII -- PROBATION

- A. New employees shall be placed on probation for a period of ninety (90) calendar days during their scheduled period of employment. The following provisions shall apply to all probationary employees:
  1. There is no seniority among probationary employees.
  2. The Association shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment except that the Board shall have sole discretion in matters of discharge and discipline affecting probationary employees and these actions will not be subject to the grievance procedure.
  3. At the end of sixty (60) days, probationary employees shall be evaluated as to their work performance, and informed as to their progress toward satisfactory completion of the ninety (90) day probationary period.

4. Upon satisfactory completion of the probationary period, an employee shall be considered to have seniority computed from the first day of employment.
5. Probationary employees may not apply for any vacancy within the bargaining unit but can be transferred or assigned to other positions within the unit subject to provisions of this Agreement.

#### SECTION XIII -- SENIORITY

- A. Seniority will be calculated from the initial date of employment after a ninety (90) day probation period has been served.
- B. Any secretary who works six hours a day for ten months or more in any twelve month period, or works a minimum of 1,020 hours per year, shall receive a full year's seniority credit on the district's seniority list, effective 1990-91.
- C. Seniority shall be on a district-wide basis. A district-wide seniority list will be prepared as of July 1 and a copy given to the Association by July 15 of each year with an update given to the Association by January 15 of each year provided changes of seniority rankings have occurred since July 1.
- D. Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry or dependents of the employee.
- E. An employee will lose her/his seniority if:
  1. S/he quits
  2. S/he is discharged, and the discharge is not reversed through grievance procedure.
  3. S/he is absent from work for five days without advising employer or giving satisfactory reason for such absence.
  4. S/he gives a false reason for leave of absence.
  5. S/he retires
- F. Any office employee who shall be transferred to an office position outside the unit and shall later be returned to an office employee status within the unit shall be entitled to retain such rights as s/he may have had under this Agreement prior to such transfer to a position outside the unit, and shall have total years of service with the Board of Education counted as the basis in

determining salary, vacation, and other fringe benefits. No other persons within or outside the Mount Clemens Community School District are eligible for seniority transfer to the bargaining unit.

#### SECTION XIV -- VACANCIES, PROMOTIONS, AND REASSIGNMENTS

- A. Written notice of new positions and vacancies including excluded positions will be circulated to each office employee in the school system. The notice of new positions or vacancies shall be accompanied by a job description stating qualifications to be met. Any qualified personnel within the office employees' unit may apply in writing to the Director of Personnel and Administrative Services. The position or vacancy will be open for a period of seven (7) working days as related to the 12 month work calendar.
1. If two (2) or more vacancies or new positions occur simultaneously, all shall be posted at the same time. Employees wishing to apply for one or more positions may indicate in writing their order of preference.
  2. Any employee who chooses to apply for and has been appointed to a posted position must remain in said position for one (1) year unless the opportunity arises for a position of higher classification or a position offering greater compensation within that year.
  3. Office employees are appointed to a vacancy within a department or building. They are not assigned to remain with an individual administrator.
- B. Receipt of each written statement shall be acknowledged by the Director of Personnel and Administrative Services. Interviews will be conducted with the employee applicant having the greatest seniority first. If this person meets the qualifications for the job and is granted and accepts the position, further interviews will not be conducted for that position. The personnel administrator, however, will inform other applicants that the Board is aware of their qualifications and would be willing to discuss possible steps which could be taken in order to prepare themselves for similar future vacancies.
- Employee applicants shall be informed of the disposition made of the request within fifteen (15) working days of the expiration of the posting.
- C. When filling a vacancy preference shall be given to qualified personnel within the school system office employees' staff provided that the employee meets the qualifications as posted.

The position, as posted, shall be awarded to the eligible office employee who applies for the position and who is qualified. Where two or more employees meet the qualifications as posted, seniority in the district shall prevail.

In filling such vacancies, the Board reserves the right to determine who meets the qualifications for a position.

1. Employees reduced in classification due to a reduction in work force shall be given first consideration for such vacancies open in their previous classification.
  2. Applicants from outside the school district's office staff will not be recruited nor considered until all current office employees and those on the recall list have been considered in accordance with this Section.
- D. Whenever employees change to a new position, a reasonable in-service period will be allowed to acquaint those individuals with a working knowledge of the job. Additional job training for employees in the Association will be approached by encouraging administrators to provide opportunities for members of his/her staff to be cross-trained (where possible) on a systematic basis to familiarize various employees with different work assignments.
- E. The Association shall be notified of impending changes in position classifications, reassignments, promotions, and the filling of vacancies as these occur, including temporary assignments and excluded positions.
- At least once each year, by October 1, the Association shall be provided with a list of employees in the unit, together with their position title, place of assignment, date of employment, seniority classification, job classification, years of previous credit granted, and salary.
- F. When good office management requires a transfer of an employee from one position to another comparable position, this shall be done with no reduction in salary. The employee will be given reasons for the change as early as possible before the change is to become effective.
- G. At least each October and March, the Director of Personnel and Administrative Services will offer the opportunity to bargaining unit members to take the skilled tests which are minimum requirements for the various classifications.

#### SECTION XV -- PAID LEAVE

The parties to this Agreement accept the philosophy that paid for leave is provided for the express purpose of protecting the employee's income during illness or accident and to assist

during time of bereavement, pressing personal business, or emergencies. It is understood that employees who violate this principle will be subject to loss of leave compensation.

Leave policies as outlined below apply to regular full-time employees. Regular part-time employees will be entitled to leave days on a pro-rated basis.

- A. An employee will be granted leave days at the rate of one (1) day per month of employment, plus two (2) days at the end of the year, accumulating to a maximum of one hundred eighty (180) days. Those employees who have reached one hundred fifty-six (156) or more days of accumulated leave will earn twelve (12) days per year (1984-85) to a maximum of one hundred eighty (180) days in 1985-86. Two Hundred Thirty day employees would earn fourteen (14) days per year, two hundred five day employees would earn twelve (12) days per year. This leave to the full amount to which the employee is entitled for her/his work year shall be placed at the disposal of the employee on July 1 of each year or at the time of employment.

1. Absence for Certified Illness or Quarantine

- a. Absence for certified illness or quarantine, without loss of pay, will be allowed to the extent of the accumulated leave days, including the number of days credited for the current year. In absence for illness of five (5) or more days, an employee may be required to secure a physician's certificate covering such absence before an allowance is granted for full salary. If requested, such certificate must be forwarded by the administrator or supervisor with the first payroll report following the return of the employee.
- b. If an employee is injured in the line of duty, financial assistance for medical care shall be provided under the provisions of the Worker's Compensation Act of the State of Michigan. The employee should notify her/his immediate supervisor or building principal by filing an accident report as soon as possible after the occurrence of the accident or injury.
- c. Absence for work related injuries or illness
  - (1) Bargaining unit members who are absent from work because of work related injuries or illnesses shall suffer no loss of compensation or leave time for the first twenty (20) work days of such illness or injury. Examples of such compensable illnesses or injuries shall include, but are not limited to: illnesses of mumps, scarlet fever, measles, chicken pox, lice, scabies, rubella or injuries of unprovoked

battery on the part of a student against a bargaining unit member, or accidents suffered at the work place.

- (2) Bargaining unit members who are absent from work because of work related injuries or illnesses which exceed twenty (20) work days and such absence is compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the compensation allowance and his/her regular salary, within the limits of the accumulated leave time. The amount of leave time charged against the bargaining unit members who come under this provision shall be in the same proportion as the compensation by the Board.
  - d. An employee unable to work a full day because of personal illness or disability shall be charged for a proportional amount of a leave day.
  - e. Absence relating to medical and dental appointments that cannot be scheduled outside the working day will be allowed without loss of pay to the extent of the accumulated leave days.
2. Absence due to death of a relative or friend
    - a. Absence without loss of pay will be allowed for the death of an immediate relative (father, mother, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law). Special arrangements should be made with the Superintendent if such absence must extend beyond a period of five (5) days.
      - (1) Consideration will be given to other than the relationships listed above on an individual basis by the Superintendent's Office.
    - b. Absence without loss of pay may be allowed for attending the funeral of a more distant relative or friend provided prior approval is obtained for such absence from the Superintendent through the administrator or supervisor. Absence for this purpose will, in general, be limited to one (1) day.
  3. Absence due to illness of immediate family
    - a. Absence due to illness of a member of the immediate family (mother, father, husband, wife, son, daughter, brother, sister) will be allowed without loss of pay. Special arrangements must be

made with the Superintendent if such absence must extend beyond a period of five (5) days.

- b. Absence due to the serious illness of an immediate relative will be allowed without loss of pay for a period of one (1) day. The absence may be extended to a period of five (5) days provided prior approval is obtained for such absence from the Superintendent through the administrator or supervisor.

4. Disability due to pregnancy

The Board declares its policy that women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment-related purposes, including receipt of benefits under fringe benefit programs as other persons not so affected, but similar in their ability or inability to work.

5. Absence due to attendance at education meetings

- a. Employees may attend designated institutes without loss of time or pay. Should the institute be scheduled on a Saturday, compensatory time will be granted to those who attend.
- b. At least one day during the school year shall be set aside for in-service sessions for district office personnel, provided that the agenda for the day has been approved by the Superintendent or his/her designated representative. Evaluation sheets will be collected following such in-service sessions and reviewed by the Superintendent or his/her designated representative and the Association.

The in-service session, if approved, shall be held on the same day as the first in-service day following the opening of the school year scheduled for the professional staff. Should the professional staff not be scheduled for an in-service day, then the in-service day for the district office personnel will be scheduled on a date to be mutually agreed upon by the Board and the Association.

- (1) Employees attending the full day in-service session for district office personnel shall receive a regular full day's pay.
- (2) The Board agrees to allow the Association, upon request, to use the first hour of the in-service day for office employees for Association business and meeting.

- c. Employees may attend other education meetings directly related to their field of work, without loss of time or pay, provided the request to attend such meetings is made through the administrator or supervisor and approved by the Superintendent or his/her designated representative. The Board will pay expenses of employees approved to attend such meetings.
- d. Employees who hold positions of leadership in educational organizations may, upon prior approval from the Superintendent through the administrator or supervisor in charge, attend meetings of such organizations without loss of time or pay.
- e. Permission may, upon request, be granted for attendance by employees at other education meetings with a loss of time only.
- f. The Association shall be granted ten (10) leave days for official business, not chargeable to anyone's accumulated leave days, paid by the Board, to be used for Association business. The President of the Association shall authorize use of said days.

6. Business Leave

- a. Employees may use three (3) of their accumulated leave days per year for business purposes. An employee planning to use a business leave day shall notify his or her administrator or supervisor and the central office at least one (1) day in advance, except in an emergency.
- b. Business leave will be allowed only for business which because of circumstances cannot be conducted after school hours or over the week-end. Approval for business leave cannot be granted for days which immediately precede or which immediately follow a vacation period. The approved form is to be used for the request and approval of business leave. It can be filed either prior to or following such leave through the building principal's office, supervisor, or administrator.

(1) Business leave will be granted for the following:

- (a) Legal procedure
- (b) Moving
- (c) Obligations to immediate family, such as attendance at graduation exercises



- (d) Official participation in educational or service club conference
- (e) Marriage where employee is bride, groom, or member of official wedding party
- (f) Act of God involving employee or immediate family
- (g) Registration at college or university
- (h) Observance of religious holidays of recognized religious denominations
- (i) Unanticipated transportation difficulties which prevent a staff member from reporting for work.

Other requests for business leave will be given consideration when submitted to the Office of the Superintendent on the basis of their individual merit.

(2) Business leave will not be granted for:

- (a) Employment interview
- (b) Day preceding or following holiday or vacation
- (c) Appointments with beauticians, etc.
- (d) Purchase or installation of equipment
- (e) Inspect or shop for real estate
- (f) Repair of auto, house, or appliance to save service fee
- (g) Recreational activities

7. Jury duty

- a. An employee called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between his regular pay and pay received for the performance of such obligation. These days shall not be charged against accumulated leave time.

8. Absence for observance of religious holidays

- a. Staff members will be allowed up to a total of two (2) days of absence for the required observance of religious holidays of recognized denominations. These two (2) days of leave will be deducted first from business day allowances and the balance, if any, from other accumulated leave days.

9. Personal Leave

- a. Employees may use one (1) of their accumulated leave days per year for personal leave, provided the personal leave day does not fall immediately before or after a school holiday. When school is in session, no more than one (1) office employee may take leave under this provision per day. More than one absence on other-than-school days will be at the discretion of the superintendent or his/her designee. Advance notice is required and the substitute procedure must be followed as in any other absence.
- B. Accumulated leave days shall be recorded on a statement and presented to each employee in September and June.
- C. The Board shall keep a record of unused leave days which shall be accumulated up to one hundred eighty(180).

SECTION XVI -- UNPAID LEAVE

- A. 1. Any employee whose personal illness extends beyond the period compensated under Section XV shall be granted a leave of absence without pay and with no loss in benefits earned at time of leaving, for such time as is necessary for complete recovery from such illness.
2. An employee who is absent due to illness for a period of up to one (1) year is entitled to return to her/his position at the time of ability to return to work as verified by a doctor's statement.
3. If the employee is unable to return to work at the end of one (1) year, s/he may request an extension of leave without pay and with no loss of seniority accrued at the time of the leave.
4. If an extension of leave beyond one (1) year is granted and the employee wishes to return at the end of the granted leave, s/he will assume a position on the recall list in accordance with his/her seniority and be subject to all conditions of recall as set forth in Section XVIII, C.
- B. 1. a. Upon physicians certification of termination of disability, the Board shall grant to any employee a child rearing leave of absence without pay and benefits for up to one (1) year. While the employee is on leave, there shall be no loss of seniority and leave days accrued. Reinstatement to the employee's position shall be as in Section XVI, A, 4.

- b. The Board shall grant to any employee a leave of absence without pay and benefits for the purpose of child care/adoption. While the employee is on leave, there shall be no loss of seniority and leave days accrued. The employee shall be entitled to a leave of up to one (1) year. Reinstatement of an employee to her/his position after a child/care/adoption leave shall be as in Section XVI, A, 4.

A one (1) year extension of the leave may be granted by the Board upon written application at least sixty (60) days prior to the expiration date of the leave period.

Reinstatement of an employee to her/his position after a one-year extension of leave will be as in Section XVI, A, 4.

- c. Employees who provide medical verification of pregnancy shall receive, upon request, a one (1) year leave of absence without pay and benefits. While the employee is on leave, there shall be no loss of seniority and leave days accrued.
- d. An employee on a child rearing leave, child care leave, or leave of absence whose child dies may terminate said leave to be reinstated according to Section XVI, A, 4 and D, 2.

If the leave was due to pregnancy, the employee must present to the Board of Education a certified physician's statement evidencing the employee is able to return to work.

- 2. If an employee is on lay-off, and recalled, said employee may request a child rearing leave, child care leave, or leave of absence.
- 3. Should any portion or portions of this leaves of absence provision be held to be contrary to law by a court of final resort, the parties will meet no later than fifteen (15) days after such decision for the purpose of negotiating that portion or portions thereof declared contrary to law.

- C. 1. Any employee with three (3) or more calendar years of continuous service to the district may make application for a leave for any reason including, but not limited to, alternative work leaves or personal leaves. Such leaves of absence shall be for one (1) year, if granted, and may upon request be extended for a second year. Leaves shall not be withheld without cause and such reasons shall be given to the employee in a letter denying the leave.
- 2. The Board may grant such leave without pay and with no loss of seniority and leave days accrued at the time of leave.

Requests for reinstatement shall be in accordance with Section XVI, D. Upon notification the employee shall be placed on the recall list in accordance with Section XVI, A, 4.

3. The three (3) or more years continuous service provision applies only to leaves granted under Section XVI, C.
- D.
1. Return from leaves of absence granted under B and C, except as stated in B, 1, d, shall be contingent upon written notification to the Board of Education of intent to return no later than ninety (90) calendar days before date of desire to return to work.
  2. Return from leaves of absence granted under B, 1, d, shall be contingent upon written notification to the Board of Education of intent to return no later than thirty (30) calendar days before the date of desire to return to work.
  3. Not later than 120 calendar days before expiration of leave, the Board of Education shall notify employees affected by this provision of the employee's obligation to give written notification of intent to return. Notification by the Board will be by certified mail at the last known address of the employee.

#### SECTION XVII -- INSURANCE

- A. The Board agrees to pay the cost of Blue Cross MVF-2 membership with FAE-RC rider and with PDP \$2.00 co-pay and Master Medical Rider 4 for all members and their families who enroll for such comprehensive hospitalization, medical and surgical protection, through the school group. Payment of insurance premium shall provide insurance coverage for the full twelve month period.
  1. Employees whose status changes may enroll for coverage for which they are eligible within thirty (30) days of their status change.
- B. Employees will be eligible for the Blue Cross MVF-2 membership with FAE-RC rider and with PDP \$2.00 co-pay and Master Medical Rider 4, life insurance, Long Term Disability insurance, and group dental insurance if they are employed for a minimum of one-half day on a regular basis.
- C. The Board shall provide Long Term Disability insurance which will cover the maximum of 66-2/3% of an employee's monthly wages up to \$(based on highest salary amount in unit, each year) after ninety (90) days of illness or disability.

- D. The Board shall provide group term life insurance protection in the amount of \$25,000 to be paid to the employee's designated beneficiary for all employees who enroll for such coverage. In the event of accidental death the insurance will pay double the specific amount. Payment of insurance premiums shall provide insurance coverage for the full twelve month period.
- E. The Board shall provide a Dental Insurance Plan for each bargaining unit member and her/his dependents. This plan shall include 80% of Class I benefits, 80% of Class II benefits, 80% of Class III benefits as contained in the policy carried by the Board, to an annual maximum of \$800 per person. This plan shall include internal and external coordination of benefits. In addition, the Board shall provide 80% orthodontic benefits to a maximum of \$1500.
- F. Employees opting not to take the Board paid health insurance shall be paid \$1,200. This stipend shall be paid \$100 per month for twelve (12) months, September to August, within five working days after the first pay period of each month.
- G. After an employee has exhausted her/his sick days due to personal illness, the Board will continue to provide insurance benefits for a period of one (1) year.
- H. New employees shall be covered for insurance protection from the date of the first premium payment after their employment or enrollment.
- I. The Board shall provide a vision care plan, covered by VSP 2.
- J. Effective August 1, 1994, the Board may contract with the Michigan Employee Benefit Services, Inc., to administer the insurance programs. At that time, insurance coverage will continue as specified in the sections above. There will be no reduction of reasonable and customary payments that are currently in use by the insurance carriers. If the insurance carriers increase reasonable and customary payments, M.E.B.S. will do likewise. Any discrepancies concerning covered benefits should be reported to the Assistant Superintendent of Business and Operations. Any unresolved discrepancies are subject to the grievance procedure. If in the event M.E.B.S. is discontinued, the insurance programs will be administered by the insurance carriers and there will be no other third party administrator than M.E.B.S., without mutual agreement.

SECTION XVIII --TERMINATION, DISMISSAL, REPRIMANDS, LAYOFF, RECALL,  
REDUCTION IN HOURS OF WORK

- A. An employee who voluntarily leaves a position shall give the Director of Personnel and Administrative Services and immediate supervisor written notice of at least two (2) weeks before the date of leaving, unless the Director of

Personnel and Administrative Services and immediate supervisor consent to the employee leaving on shorter notice.

B. Lay-off, recall, and reduction in hours of work

1. Lay-off

- a. The word "lay-off" means a reduction in the working force due to a decrease of work or of operational funds.
- b. All temporary, probationary, government subsidized employees, and regular employees with less seniority than government subsidized employees, shall be laid off first, prior to any secretarial/clerical lay-offs, reduction in number of days worked per year, or reduction in hours of work.
  - (1) Government subsidized employees shall not be eligible to assume a position previously occupied by a regular employee in the bargaining unit who has been laid off or reduced in number of days worked per year or hours unless they have a greater length of service with the employer (greater seniority) and meet the minimum skills and qualifications required for the position(s).
- c. An office employee returning from leave shall be placed on the recall list in accordance with her/his seniority level and be subject to all conditions of recall as set forth in this Section.
- d. When a reduction in the working force is necessary, employees shall be laid off in accordance with their seniority; that is, the employees with the least seniority shall be laid off first, etc, provided that in the selection of employees for lay-off, due consideration shall be given to the retention of employees who meet the qualifications to perform the work.
  - (1) Employees whose positions are eliminated or reduced shall be eligible to bump into a position held by a bargaining unit member of less seniority according to the following procedures, in the following order:

**SAME NUMBER OF HOURS:**

**SAME CLASSIFICATION:**

Least senior member with the same number of days per year.

Least senior member with a lesser number of days per year.

Least senior member with a greater number of days per year.

**HIGHER CLASSIFICATION:**

The bargaining unit member will be allowed to test for a position in a higher classification if another member has less seniority than the affected bargaining unit member. Then, if the bargaining unit member passes the required tests, he/she will be allowed to bump into the position in the higher classification.

Least senior member with the same number of days per year.

Least senior member with a lesser number of days per year.

Least senior member with a greater number of days per year.

**LOWER CLASSIFICATION:**

Least senior member with the same number of days per year.

Least senior member with a lesser number of days per year.

Least senior member with a greater number of days per year.

**DIFFERENT NUMBER OF HOURS:**

The procedure is followed as above.

Under no circumstances can an employee bump another employee of equal or greater seniority.

Those employees subsequently displaced shall exercise their rights as stated above.

- (2) Should an employee be laid off due to low seniority from a position which must continue to function, this position shall be posted as a vacancy to those employees not affected by the lay-off. Other positions subsequently vacated due to the reduction in work force process shall be posted and filled in

turn, until all affected employees other than those laid off are placed.

(3) Employees who are affected by the lay-off shall have the option of exercising their seniority to bump (if eligible) or to accept the lay-off.

e. Employees to be laid off for an indefinite period of time will have at least two (2) weeks notice of lay-off. In the event of strike or work stoppage by other units in the district, lay-off of employees working less than two hundred thirty (230) days per year could be made immediately.

2. Recall

a. When the working force is increased after a lay-off, employees will be recalled according to seniority and qualifications for positions available.

b. Employees shall be recalled to the first opening in the classification from which they were laid off or when they left to go on leave.

Employees accepting recall to a lower classification shall remain on the recall list and will be eligible for recall to her/his original classification.

Employees who were on full-time status who are being recalled shall have the option to accept or reject a part-time position.

The Board and Association will respond to questions from employees about whether any decision of the employee will affect any possible benefits.

c. There will be no loss of seniority nor other benefits accrued at the time of lay-off, if employees return to work at the time of recall. Employees will return to work after lay-off at the same step on the salary schedule as at the time of lay-off.

d. Notification of intent to recall shall be in writing, with a copy to the Association. The notification shall be sent by certified mail, return receipt requested, to the employee's last known address.

If an employee fails to report to work or notify of intent to report at a mutually agreeable date within ten (10) calendar days from date of mailing of notice of recall, s/he shall be considered to be



a quit. It shall be the responsibility of the employee to keep the Board of Education or its representatives notified of her/his current address.

- e. Persons unable to return to work upon recall for physical or emotional reasons will be recalled upon the availability of a position for which they are qualified and evidence from a physician as determined by the Board that they are able to perform satisfactorily.

### 3. Reduction of Hours of Work

- a. The procedure outlined in Section XVIII - Termination, Dismissal, Reprimands, Lay-off, Recall, Reduction in Hours of Work, Article C - Lay-off, Recall, and Reduction in Hours of Work, shall be applied equally to employees whose positions are reduced.
- b. Whenever the Board finds it necessary to combine full-time or less-than-full-time positions together and give the two (or more) positions to one employee, the following shall apply:
  - (1) Fringe benefits shall accrue at a rate equal to the longest yearly schedule of any of the combined positions.
  - (2) Seniority shall accrue at a rate equal to the longest yearly schedule of any of the combined positions.
  - (3) If an employee works in two different classifications s/he shall be paid accordingly. (Example: .5 time in classification III and .5 time in classification II; .5 salary at classification III rate and .5 salary at classification II rate).
- c. The Board agrees, whenever possible, to maintain full-time positions within one classification and yearly schedule.
- d. Whenever positions are projected to be reduced, the Board shall meet with the Association to explore all alternatives.

### 4. Notification

The Board of Education will furnish the Association with the names of the employee(s) being laid off, recalled, or reduced in hours of work.

5. Employees who are laid off will be given the first opportunity for any temporary employment at the rate established for such temporary employment.

Cooperative Office Training students, CETA employees or other government subsidized employees will not be used to substitute for or replace laid off clerical employees.

6. Employees who are laid off will be covered by all insurance benefits if permitted by the insurance companies. After the first 90-day period paid by the Board, coverage will be paid by the employee.

- C. No employee shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause.

Disciplinary action will be understood as meaning verbal or written reprimand(s), suspension (meaning loss of pay and/or time on the job); and discharge (meaning involuntary termination of an employee by the Board of Education.)

In the first offense of a minor nature, the usual action will be an oral reprimand. Should the problem continue, a written reprimand may be issued. Further offenses may result in suspension and ultimate discharge.

Any disciplinary action will be handled in a private/discrete manner that will not embarrass an employee before other employees, students, or the public.

- D. For just cause, the Superintendent or his/her designated representative may temporarily suspend an employee from duty without pay pending an investigation of the actions causing suspension. In the event the suspension is unjust, the employee shall receive full compensation for all time lost and full restoration of all other rights and conditions of employment, and all records of the incident shall be destroyed.

- E. Where disciplinary action is involved, an employee may request that an officer of the Association be present.

#### SECTION XIX -- RETIREMENT

- A. The Board of Education in appreciation for service to the school district agrees to pay, upon retirement, \$100.00 per calendar year of service, provided the employee has been an employee of the school district for at least ten (10) years and has made application for Michigan Public School Employees Retirement Fund benefits.

- B. The Board will pay \$15.00 for each leave day accumulated above seventy five (75) days for employees retiring under the provisions of the Michigan Public School Employment Retirement Act, and giving an irrevocable notice of retirement.
- C. Employees who have reached the top step of the salary schedule during 1993-94 will be eligible for the following severance incentive:
  - 1. 70% of their 1993-94 Appendix B annual salary in one lump sum on the last payroll in December 1994 or the first payroll in January 1995. At the option of the employee, they may split the severance incentive into two equal installments in two consecutive years. Payments are taxable when received.
  - 2. As of September 1, 1994, they will no longer be an employee of the District. All benefits will cease after August 30, 1994.
  - 3. The employee will waive any and all legal and/or long term disability insurance claims at the time they resign.
  - 4. Notification is required by Monday, August 1, 1994, in writing to the Superintendent.
  - 5. Employees who wish to take advantage of this plan do not qualify for payment under Section XIX, Paragraph A.

#### SECTION XX -- PROTECTION OF EMPLOYEES

- A. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. For any such assault which occurs during the performance of official duties, and within the scope of official school district policy, the Board will provide legal counsel to advise the employee of her/his rights and obligations with respect to such assault and shall provide all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.
- B. Time lost by an employee in connection with any incident mentioned in this Section shall not be charged against the employee.
- C. The Board will reimburse employees, in an amount not to exceed \$100.00 for proven loss, or damage, or destruction, while on school or school related duty, of her/his personal property of a kind normally worn or brought into the school building, or is used for school related duty, when the same has not been caused by the negligence of the employee. This obligation shall not encompass wear, tear, or gradual deterioration of property, or loss of money in excess of

\$10.00. Neither shall it extend to any loss or damage to the motor vehicle of an employee. Articles of personal property left unattended in an automobile parked on school premises shall be included in this obligation provided the loss is the result of a forcible entry of a securely locked vehicle or compartment, and provided reasonable proof of loss can be provided. This obligation shall extend only to that portion of any such loss which is not covered by insurance taken out by the employee, and will be payable only after the employee has first exhausted all possibility of collecting for such loss under his/her insurance, if any.

- D. If an employee is injured while in the line of duty, financial assistance for medical care shall be provided under the provisions of the Worker's Compensation Act of the State of Michigan.

The employee must notify her/his immediate supervisor or building principal by filling out an employee accident report as soon as possible after the occurrence of accident or injury.

- E. Both parties to this Agreement recognize that the decision relating to the operation of the schools during severe, inclement weather or under adverse conditions resulting from an act of God, or during a labor dispute with employees outside of the bargaining unit, rests with the Superintendent. Due consideration will be given to health, safety, and welfare of those involved. No employee shall be required to report for work when school has been officially closed for such reasons, by decision of the Superintendent. Notice of closing and re-opening of school will be made over radio stations WWJ, WJR and CKLW by 6:45 a.m., and no employee shall be excused for failure to report for duty by reason of failure to receive notification. If schools are closed by the Superintendent, because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, township, or state health authorities, the school days shall be rescheduled by mutual agreement of the Superintendent and representatives of the affected union(s) only if the school district will fail to provide one hundred and eighty (180) days of required instruction to the students. Such rescheduling shall not affect or otherwise require an adjustment of salary, compensation, or other benefits provided within this Collective Bargaining Agreement. If the requirement for rescheduling lost days of instruction, in order to provide at least one hundred eighty (180) days of instruction to the students is found to be illegal, then that provision requiring the rescheduling of those lost days is null and void. During such emergency closings, the Superintendent of Schools may call certain designated personnel for work. In the event the Superintendent should call such personnel to work during such emergency school closings, then the Board shall be responsible to provide:

1. The employee with transportation, if required, to and from work to perform said work assignment as is designated by the Superintendent.
2. The employee shall not be called to work unless s/he shall be given a minimum work assignment of one-half day.
3. The employee so called to work on an emergency assignment basis shall receive compensatory time off at a time mutually agreeable to the employee and the Board.
4. The employee responsible for calling in substitutes shall be furnished transportation to her work assignment upon request in inclement weather situations and shall be compensated with compensatory time in the event s/he reports to her work assignment and the day is subsequently to be declared an emergency school closing day.

#### SECTION XXI -- GRIEVANCE PROCEDURE

- A. A "grievance" shall mean a complaint by an employee or a group of employees, or the Association, based upon an event, conditions, or circumstances under which an employee works, allegedly caused by a violation, misinterpretation or inequitable application of the provisions of this Agreement.
- B. The primary purpose of the procedure set forth in this section is to secure at the earliest level possible, equitable solutions to complaints or grievances of employees or group of employees.
- C. The procedure for consideration of grievances shall be as follows:

##### Level One

An employee who has a complaint which s/he believes may be the basis of grievance shall first discuss the matter on an informal basis with her/his immediate supervisor or principal, whoever is most directly concerned with the problem, either directly or through her/his Association representative. Such complaint must be brought to the attention of the immediate supervisor or principal not later than ten (10) calendar days after the event or occurrence which is the basis of the complaint or, ten (10) calendar days after the knowledge of the alleged violation of the Master Agreement.

##### Level Two

In the event the complaint is not resolved informally, the problem may be submitted to the immediate supervisor and/or principal, and the Association, in writing, on approved grievance forms. It is expected that such notice will

be filed not later than seven (7) calendar days after the informal discussion required under Level One.

Within seven (7) calendar days after receipt of the written grievance, the aggrieved person's immediate supervisor and/or principal shall submit his/her decision, in writing, with supporting reasons, and shall supply one (1) copy to the aggrieved person and two (2) copies to the Association representative.

If the Association is unsatisfied with the decision, the grievance will be filed at Level Three.

#### Level Three

If the grievance is transmitted to the Superintendent of Schools within seven (7) calendar days, s/he shall have ten (10) calendar days from receipt to approve or disapprove it. If any meetings are held, the Superintendent or his/her representative shall promptly prepare a written report of such meeting(s), including any agreement reached, copies of which will be given to the aggrieved person and the Association. If a meeting is not held, the Superintendent shall communicate his/her decision in writing, supplying the aggrieved person and the Association with copies.

#### Level Four

Any grievance which remains unsettled after having been fully processed through Level Four of the grievance procedure shall be submitted to binding arbitration upon written demand of the Associations. In order to be effective, such written demand must be made within thirty (30) calendar days after the final answer of the Board of Education to the grievance has been given to the Association in Level Three of the grievance procedure.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the selection of the impartial arbitrator and to the arbitration proceedings. As a matter of principle, the parties recognize the obligation to fully disclose all facts and evidence at the earliest possible step in the grievance procedure.

The arbitrator's decision shall be in writing and will set forth his/her finding of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this agreement has occurred and shall be subject to, in all cases, all applicable State and Federal laws. The arbitrator shall not usurp the functions, as established in law, of the Board of Education and shall have no power to or authority to add to, detract from, or modify the terms of this Agreement or to require any retroactive adjustment in

compensation for more than fifteen (15) work days prior to the date the grievance was filed.

The decision of the arbitrator, if within the scope of the authority as above set forth, shall be final and binding upon both parties.

The costs of the arbitrator shall be shared equally by the parties, however, each party shall bear its own expenses.

- D. Any office employee may present a grievance for adjustment without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- E. If a grievance arises of a general nature, the Association may present such grievance directly to Level Three.
- F. The time limits specified in this procedure may be extended in any specific instance by mutual written agreement.
- G. Failure of the Board to report any decision within the specified time limit at any step of the grievance procedure shall automatically move the grievance to the next step in the grievance procedure.
- H. If an employee is required to participate in a professional grievance procedure during the normal hours of service as defined in Section VI of this Agreement, s/he will not suffer loss of pay or time.
- I. If any employee for whom a grievance is sustained shall be found to have been unjustly suspended or discharged, s/he shall be reinstated with full reimbursement of all compensation lost, and all records regarding this incident shall be destroyed. If s/he shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to her/him.

#### SECTION XXII -- NEGOTIATIONS PROCEDURE

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern, and considered to be significant by both parties, may be subject to professional negotiations between them at three month intervals, commencing with the effective date of this Agreement. All changes in this Agreement shall be made only through the mutual consent of the Board and the Association in a written and signed amendment to this Agreement.

- B. Reopening of salary schedule negotiations is dependent upon the consent of both parties to this Agreement, except that at least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of office personnel employed by the Board.
- C. In any negotiations described in this section, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside of the school district. It is recognized that no final agreement reached between the parties may be executed without ratification by a majority of the Board of Education and by the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary authority to make proposals, consider proposals, and make concessions in the cause of negotiations, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any negotiations, either party may invoke the assistance of the Michigan Employment Relations Commission or take any other lawful measures which may be considered appropriate.
- E. All negotiations in behalf of the Association shall be held outside of the normal hours of service for employees unless otherwise agreed by both parties.

#### SECTION XXIII -- MISCELLANEOUS PROVISIONS

- A. A substitute shall be defined as an employee to fill a full or part-time position on a per diem basis while the regular employee is absent or on approved leave.
- B. No polygraph, lie detector device, or electronic listening device shall be used by school officials in any investigation of any employee.
- C. Copies of this Agreement shall be printed by the Board of Education in cooperation with the Association. The Board shall provide all office personnel with a copy of the current Master Agreement, and the Association with the number of copies requested.



SECTION XXIV -- DURATION

- A. This Agreement and all of its provisions shall become effective as of July 1, 1994. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:
1. Ratified by the members of the Association, either at a meeting called for this purpose or by ballot as devised by the Association officers.
  2. Approved by the Board of Education of the Mount Clemens Community School District by resolution duly adopted.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provisions of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall be deemed in-valid except to the extent permitted by law.
- D. This Agreement and all its provisions shall continue in full force and effect from July 1, 1994, up to and including June 30, 1997.

Mount Clemens Association of  
Educational Office Employees,  
MEA-NEA

Mount Clemens Community School  
District Board of Education

By Mary Jane Kewright  
President

By Earl C. Rickman  
President

By Barbara J. Campau  
Vice-President

By Ross T. Champion  
Secretary

By Christine R. Howard  
Secretary

By Peter M. Moscate  
Treasurer

By James F. Munro  
MEA-NEA Representative

**APPENDIX A**

**CLASSIFICATION SCHEDULE - OFFICE EMPLOYEES**

**GROUP I**

HEAD BOOKKEEPER  
HEAD PAYROLL CLERK

**GROUP II**

SECRETARY TO DIRECTOR OF SECONDARY INSTRUCTION  
SECRETARY TO FACILITY MANAGER/PUPIL SERVICES  
SECRETARY TO DIRECTOR OF SPECIAL EDUCATION  
SECRETARY TO DIRECTOR OF FOOD SERVICES  
SECRETARY TO DIRECTOR OF FEDERAL PROGRAMS/  
ASSESSMENT/EVALUATION

**GROUP III**

SECRETARY TO DIRECTOR OF ADULT EDUCATION  
ADULT EDUCATION SECRETARIES  
SECRETARY TO COORDINATOR OF EVEN START/DAY CARE  
SECONDARY COMPLEX SECRETARIES  
ELEMENTARY SCHOOL SECRETARIES  
SPECIAL EDUCATION OFFICE SECRETARIES  
GENERAL SECRETARIES  
ADMINISTRATIVE CLERKS  
CHAPTER I CLERK  
LIBRARY CLERK  
\*PAYROLL CLERK  
RECEPTIONIST

#### APPENDIX A-1

The following minimum qualifications are established:

1. The minimum qualifications for Group I shall be the passing of the math, advanced accounting/bookkeeping and the computer keyboard speed test at 35 wpm.
2. The minimum qualifications for Group II shall be the passing of the math, WordPerfect and the computer keyboard speed test at 60 wpm.
3. The minimum qualifications for Group III shall be the passing of the math, WordPerfect and computer keyboard speed test at 50 wpm.
4. \*Members applying for this position must pass the math, the accounting test and the computer keyboard speed test at 35 wpm.

If due to technological improvements, additional minimum qualifications are needed, those qualifications will be consistent throughout an entire classification.

If a member has passed a particular test prior to June 30, 1994, she/he will no longer be required to test at that current level. Subsequent to that date, for purposes of hiring, transfer, or promotion, test results shall remain valid for seven (7) years.

APPENDIX B

MOUNT CLEMENS ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

1994/95 SALARY SCHEDULE

CLASS	BASE	1	2	3	4	5	6	7	8
1	20,333	21,403	22,529	23,715	24,963	26,277	27,660	29,116	30,648
2	19,248	20,261	21,327	22,450	23,631	24,875	26,184	27,562	29,013
3	18,130	19,084	20,089	21,146	22,259	23,430	24,664	25,962	27,328

205 DAYS

1	18,122	19,076	20,080	21,137	22,250	23,421	24,653	25,951	27,317
2	17,156	18,059	19,009	20,010	21,063	22,171	23,338	24,566	25,859
3	16,159	17,010	17,905	18,847	19,839	20,884	21,983	23,140	24,358

1995/96 SALARY SCHEDULE

CLASS	BASE	1	2	3	4	5	6	7	8
1	20,942	22,045	23,205	24,426	25,712	27,065	28,490	29,989	31,567
2	19,825	20,869	21,967	23,123	24,340	25,621	26,970	28,389	29,883
3	18,674	19,657	20,691	21,780	22,927	24,133	25,403	26,740	28,148

205 DAYS

1	18,666	19,649	20,683	21,771	22,917	24,123	25,393	26,729	28,136
2	17,670	18,600	19,579	20,610	21,695	22,836	24,038	25,303	26,635
3	16,644	17,520	18,442	19,413	20,435	21,510	22,642	23,834	25,088

1996/97 SALARY SCHEDULE

CLASS	BASE	1	2	3	4	5	6	7	8
1	21,571	22,706	23,901	25,159	26,483	27,877	29,344	30,889	32,514
2	20,420	21,495	22,626	23,817	25,070	26,390	27,779	29,241	30,780
3	19,234	20,246	21,312	22,434	23,614	24,857	26,166	27,543	28,992

205 DAYS

1	19,226	20,238	21,303	22,424	23,605	24,847	26,155	27,531	28,980
2	18,200	19,158	20,167	21,228	22,345	23,521	24,759	26,063	27,434
3	17,143	18,046	18,995	19,995	21,048	22,155	23,321	24,549	25,841

Full increment to a maximum of three (3) years of outside full time office experience and/or full time office related education beyond high school diploma, as determined by Executive Director of Personnel and Administrative Services (excluding cooperative office training).

Less than 12 month full-time employees will receive prorated salary.

## APPENDIX C

### Objections to Political-Ideological Expenditures

#### Administrative Procedures

##### Section I

Objections under the policy regarding Objections to Political-Ideological Expenditures ("the policy") shall be made by giving written notice to the Director of the Michigan Education Association. Notice shall be given in writing during the period of September 1 through the 15th of each year and shall specify those causes, programs, and activities to which the individual objects, or that the individual objects to the use of a portion of her/his service fee for any political activity or ideological cause unrelated to collective bargaining, contract administration, grievance adjustment and employee representation. An objection must be renewed each fiscal year (September 1 to August 31).

Upon receipt of the objection, the Director or her/his delegate shall determine first whether the cause, program, or activity to which the individual objects is in fact an ideological cause or political activity within the meaning of the policy. An ideological cause or political activity within the meaning of the policy is one which is unrelated to organizing, collective bargaining, contract administration, grievance adjustment or employee representation. Second, the Director or her/his delegate, if s/he determines that in fact the cause, program or activity to which the individual objects is an ideological cause or political activity, shall determine the pro rata amount of the individual service fee that has been expended upon or will be expended on all such causes and activities. In making these determinations, the Director or her/his delegate shall meet and confer informally with the individual regarding her/his objection. Upon request, the Director or her/his delegate shall provide to the individual a copy of the approved budget for the year in question.

The Director shall promptly advise the individual of her/his determination. If the Director determines that a refund is due for the particular year involved, the MEA shall pay over to the individual the amount determined due under the policy. If any portion of the service fee is collected during the pendency of proceedings under the policy, and is later determined to be refundable, there shall be added to the refund interest computed upon the collected portion in the amount of 6% per annum computed from the date of collection until the date of refund.

## Section II

An individual dissatisfied with the determination of the Director may appeal that determination to the MEA Executive Board. An appeal to the Executive Board may be taken within 30 days of receipt of determination of the Director. The appeal shall be taken by giving a written notice to the Director of the individual's desire to appeal her/his determination to the Executive Board. The individual, along with her/his notice of appeal, may submit to the Executive Board such written statements and other evidence in support of her/his position as s/he deems necessary. The Executive Board shall reach a decision upon the appeal within 30 days from receipt of the appeal. If the individual is dissatisfied with the decision of the Executive Board s/he may further appeal within 30 days from the decision of the Executive Board to the Service Fee Review Committee established below.

## Section III

In order to assure a fair determination of objections processed under the policy, there is established a Service Fee Review Committee composed of disinterested citizens who are not a part of or employed by the Michigan Education Association.

The Service Fee Review Committee shall consist of not more than three members including the Chairperson. The President of the Michigan Education Association shall, with the approval of the Executive Board of the Michigan Education Association, designate the members of the initial Service Review Committee. Vacancies on the committee shall be filled by the President of the Michigan Education Association with the consent of the Executive Board.

The Service Review Committee shall have the authority to make a final and binding decision in cases processed under the policy.

The Service Review Committee shall establish such rules and procedures as necessary to carry out functions under the policy.

The Service Review Committee shall periodically report to the Executive Board of MEA upon its activities under the policy. Members of the committee may be compensated at a per-diem rate fixed by the President, and approved by the Executive Board. The reasonable and necessary expenses of members of the Service Review Committee shall be paid by the MEA.

## SECTION IV

These procedures apply to amounts remitted to the Michigan Education Association as well as amounts retained by the local associations affiliated with the Michigan Education Association. The local associations shall reimburse the Michigan Education Association for any amounts rebated on its behalf under the policy.

## APPENDIX D

### Office Employee Evaluation Guidelines

- A. The office work of all office employees shall be evaluated in writing and shall be in conformance with the provisions of the collective bargaining agreement.

Probationary employees shall be evaluated at least sixty (60) days after date of employment, at the end of ninety (90) days, and at the end of one (1) year. (A probationary member is defined as a new hiree).

Regular employees shall be evaluated annually. If an employee does not receive his/her written evaluation by May 1, the employee shall be considered as having performed his/her duties in a satisfactory manner.

- B. At the time of the sixty (60) day evaluation, probationary employees shall be informed of areas in which they do not meet job requirements, and be given guidelines for working toward improvement.

At the end of the ninety (90) day probationary period, probationary employees shall be evaluated as part of the process for recommendation regarding permanent employment.

- C. Evaluations will be based upon valid criteria established by the Board of Education and known to the employee prior to the time of evaluation. Such criteria shall be consistently and uniformly applied.

1. The evaluation form is subject to review after the one (1) year trial period of 1979-80; furthermore, the Association President or her/his designee will meet and consult with the Director of Personnel and Administrative Services by August 1, to review the heretofore mentioned evaluation document and discuss possible changes in the format. Any changes in the document will be implemented by October 1.

- D. The evaluation shall give specific reasons for the employee's "unsatisfactory" rating(s), shall give specific performance objectives to follow to improve the employee's performance, and shall state a reasonable period of time in which the employee is expected to meet these performance objectives.

- E. Employee evaluations shall be conducted by the immediate supervisor. If an employee is responsible to more than one supervisor, each supervisor shall conduct an evaluation.



- F. The office employee will sign all copies of each evaluation to attest that each evaluation has been read by the office employee and reviewed with the building principal and/or immediate supervisor(s) making the evaluation(s).

Each office employee shall be given her/his personal copy of each evaluation within ten (10) work days of the evaluation conference.

- G. Each office employee shall have the opportunity to reply in writing, if so desired, and a copy of same attached to the evaluation and placed in her/his personnel file.
- H. Derogatory material or unsatisfactory evaluations shall be removed from the personnel records of an employee if the action or actions resulting in the derogatory material or unsatisfactory evaluation has not occurred during the past four (4) years or if no further reference has been made in an evaluation during the past four (4) years. Such material shall be turned over to the employee.

No materials may be placed in an employee's personnel file without allowing the employee an opportunity to acknowledge and file a response thereto. The response shall become a part of the file.

**LETTER OF UNDERSTANDING**

It is understood and agreed that the 1990-1993 Master Agreement between the Mount Clemens Board of Education and the Mount Clemens Association of Educational Office Employees, MEA-NEA, was extended through June 30, 1994.

