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6/30/98

AGREEMENT

Portland Public Schools

And

**Clerical and Support Services Chapter
Local 1910, Council #25
American Federation of State, County and Municipal
Employees, AFL-CIO**

Portland Public Schools

July 1, 1995 - June 30, 1998



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PREAMBLE

This agreement entered into effective July 1, 1995 by and between the Portland Board of Education, Portland, Michigan hereinafter referred to as the "Board" and the Clerical and Support Services Chapter of Local 1910, affiliated with Michigan Council No. 25, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

The parties recognize that this agreement was reached under the requirements of Act 336, Public Acts of 1947 as amended and that the parties are bound in the duties and responsibilities of that Act.

The general purpose of this agreement is to set forth terms and conditions of employment, and to promote early and peaceful labor relations for the mutual interest of the employer, the employees, and the Union.

The parties recognize that the interests of the community and the job security of the employees depend upon the employer's success in establishing proper service to the community.

To these ends the employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement.

ARTICLE 1. RECOGNITION

A. Pursuant to and in accordance with the 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 and with 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 unit described below:

Executive Secretary, Secretary, Regularly scheduled Clerical Assistants, Title I Paraprofessional, Teacher Aide, General Aide, Materials Center Aide, Media Center Specialist, Head Cook, Cashier-Manager, Satellite Cook, Baker, Delivery Person, Kitchen Assistant and Server.

The terms of this agreement are not applicable to the persons in the employ of the Board in the positions of:

Secretary to the Superintendent of Schools, Secretary to the Administrative Assistant, Food Service Director, or any other position not specifically listed above. It is further understood that the provisions of this agreement do not apply to any student or temporary employees of the Board who may occupy the positions listed above on a temporary or irregular basis, provided that such employees shall not cause loss of existing work or jobs.

B. The Employer will not aid, promote or finance a labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for purposes of undermining the Union.

C. For the purposes of this Agreement, the following terms shall be defined as:

"Board" shall include the Board of Education, or its agents.

"Union" shall include the named organization in the American federation of State, County, and Municipal Employees, AFL-CIO.

"Employee" shall include all personnel specifically listed in this article. The use of masculine terminology shall include females.

ARTICLE 2. MANAGEMENT RIGHTS

A. The employer, on its own behalf and on behalf of the electors of the Portland School 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 not limited to, 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.
2. To hire all employees and subject to the provisions of law, to determine their qualifications; and the conditions for their continued employment or dismissal or demotion, and to promote and transfer all such employees.
3. To decide upon the means and methods of instruction and the selection of textbooks, teaching aids, other expendable materials and equipment.
4. To determine work schedules, the hours of employment, and the duties, responsibilities and assignments of all employees with respect thereto, and all other terms and conditions of employment.
5. To determine the size and composition of the work force.

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

Nothing contained herein shall be considered to deny or restrict the employer of its rights, responsibilities and authority under the Michigan General School Law or any other national, state, county, district or local laws or regulations pertaining to education.

ARTICLE 3. UNION SECURITY

Agency Shop

A. Employees covered by this Agreement at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay to the Union each month a nonmember representation fee.

B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union, or pay to the Union each month a non-member representation fee, for the duration of this Agreement, on or before the sixtieth (60th) day following the beginning of their employment in the unit.

C. Employees shall be deemed to be in good standing within the meaning of this section if they are not more than sixty (60) days in arrears in payment of the membership dues or non-member representation fee.

D. The non-member representation fee shall be determined by the Union and shall represent a proportionate share of the cost of negotiating and administering this Contract. The Union shall warrant to the Board of Education, upon their request, the amount of the monthly non-member representation fee. The Board shall be held harmless from any and all claims,, demands, suits and other forms of liability resulting from the determination of the nonmember representation fee.

E. The Board of Education shall not be liable to the Union or any employee for the remittance or payment of any sum other than that constituting the actual deductions made from wages earned by employees in accordance with the authorizations on file with the Board. All refunds claimed for deductions under such dues or non-member representation fee authorizations shall lie solely with the Union and the Union shall agree to hold the Board harmless from all claims of excessive deductions.

F. The Union shall save the Board harmless from any and all costs, including witness and attorney fees, claims, demands, suits and other forms of liability resulting from action taken by the Board in enforcing the provisions of this Article.

G. The Board shall be notified in writing, by the Union, of any member who is sixty (60) days or more in arrears in payment of membership dues or non-member representation fees.

ARTICLE 4. UNION DUES AND INITIATION FEES

A. Payment by Check-off. Employees shall tender the initiation fee and monthly membership dues and/or representation fee by signing the Authorization for Check-off Form.

Check-off Forms. During the life of this Agreement and in accordance with the terms of the Authorization for Check-off of Dues and/or Representation Fees as hereinafter set forth, the Employer agrees to deduct union membership dues and/or representation fees, levied in accordance with the Constitution and Bylaws of the Union and as warranted to the Board of Education in accordance with Section D of Article 3, from the pay of each employee who executes or has executed the following Authorization for Check-off Form:

B. When Deductions Begin. Check-off deductions under all properly executed Authorization for Check-off of Dues and/or Representation Fees Forms shall become effective at the time the application is signed by the employee and shall be deducted from each pay period thereafter.

C. Remittance of Dues to Financial Officer.

1. Deductions for any calendar month shall be remitted to such address as designated, to the designated financial officer or Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than ten (10) days following the date on which they were deducted.

2. The employer shall additionally indicate the amount deducted and notify the Council financial officer of the names and addresses of employees who are no longer subject to deductions through a change in their employment status, and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues. A copy of the report will be sent to the Chapter Chairperson.

D. Termination of Check-off. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Local Union will be notified by the Employer

of the names of such employees following the end of each month in which the termination took place.

E. Disputes Concerning Membership. Any dispute arising as to an employee's compliance or non-compliance with Section A or B of Article 3 shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be processed through the grievance procedure, commencing with Step Three.

Until the matter is disposed of, no further deductions shall be made. The Board of Education assumes no liability for the authenticity, execution or revocation of the authorization form.

ARTICLE 5. UNION REPRESENTATION

A. The employees covered by this Agreement shall be represented by a Chief Steward, an Alternate Chief Steward and Building Steward who shall be chosen or selected in a manner determined by the Union. In the absence of the Chief Steward, the Alternate Chief Steward shall have the rights and duties of the Chief Steward as pertains to this Contract.

B. The employees shall select a Chapter Chairperson and Chapter Vice-Chairperson and Chief Steward in a manner determined by the Union. In the absence of the Chapter Chairperson, the Chapter Vice-Chairperson and Chief Steward shall have the rights and duties of the Chapter Chairperson as pertains to this Contract.

C. The building Steward or the Chief Steward, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer. There will be one (1) Steward per building and only one (1) Steward shall be released to investigate the grievance or represent the Union, unless by mutual consent. The Chief Steward may be called upon at any time in lieu of the building Steward.

D. Prior to leaving their assigned work, the Steward shall notify the Employer, requesting released time for Union business. The Steward shall not leave their assigned task until a substitute has been obtained, if needed. The Employer shall provide such substitute promptly on request. The Steward, on arrival at the new location, will report their presence to the person in charge.

E. The Union shall advise the Employer in writing by September 15 of each year and as changes occur the names of all chapter officers, stewards and alternate stewards.

F. An employee may request the presence of a steward during any activity which might result in a disciplinary action.

ARTICLE 6. UNION ACTIVITIES

A. The Union agrees that it shall conduct all of its activities, unless otherwise specified in this Agreement, outside of employees working hours.

B. The Union and its representatives shall have the right to use the Board buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program, with the advance approval of the Building Principal. The Union shall pay any additional custodial costs incurred.

C. The employer agrees to provide one (1) bulletin board in each school building for the posting of non-partisan material of interest to bargaining members. Posted material shall not be defamatory toward the administrators or the Board. The Union shall identify the material as its own and shall accept all responsibility for material posted on the designated board by the Union.

D. The Union shall have the right to distribute its material to Union members so long as such distribution in no way interferes with the operation of the schools or the work assignments of the members.

E. The rights granted herein to the Union shall not be granted or extended to any competing labor organization.

F. The AFSCME Chapter Chairperson, or their designee, shall be permitted to use, with the approval of the Building Principal, Board equipment; including typewriters, computers and printers, duplicating machines, copying machines, calculating machines and audio-visual items. Such use shall be by trained personnel. The Union shall provide its own materials and supplies or shall reimburse the district for the cost of school district materials and supplies consumed.

ARTICLE 7. EMPLOYEE PROTECTION

A. All employees shall be covered by the employer's general liability and umbrella liability policies, subject to the terms and conditions thereof.

B. All employees shall be covered with workers compensation insurance for work-related injuries and sickness, subject to the terms and conditions of the policy and the applicable laws of the State of Michigan.

C. Any case of employment-related assault upon an employee, during working hours or arising out of any employment situation, shall be immediately reported to the Superintendent of Schools. The employer shall provide legal counsel to advise the employee of their rights and obligations in connection with the handling of the incident by law enforcement and criminal judicial authorities.

When an employee is requested by proper authorities to participate in the investigation or prosecution of any incident, he/she shall not suffer any loss of pay or benefits.

D. No Bargaining Unit member shall be scheduled to work alone in a building.

ARTICLE 8. FREEDOM OF INFORMATION

A. The Union shall have access to all employer records, letters, reports or other material which is considered open to public scrutiny under the Freedom of Information Act (Act 442, P.A. of 1976, as amended) and subject to the previously or subsequently adopted policies of the employer with regard to the implementation of the Act.

B. The employer agrees to furnish the Union Chairperson, in advance, a copy of the agenda for any regular or special meeting of the Board of Education.

C. The employer agrees to furnish the Union Chairperson a copy of the minutes of all regular and special meetings of the Board of Education.

ARTICLE 9. PERSONNEL FILES

A. A personnel file shall be kept on each employee and shall be maintained in the Board of Education Office. Such files shall be considered confidential in accordance with the Freedom of Information Act.

B. Any written information such as, but not limited to, evaluations, reprimands, warnings, suspensions which may be of such a nature as to be detrimental to the continuing employment of the

employee shall be placed in the file. Such documents shall be copies of originals sent or given to the employee. The original of such documents shall carry the notation "cc: personnel file".

C. The employee shall have the right to place written responses to any material in the file.

D. Any employee has the right to review the contents of their own personnel file. He/she may be accompanied by a representative of the Union at such review. Reviews shall be conducted at a time and place designated by the employer, upon request from the employee. A representative of the employer must be present at such review. The employee may not remove any material from their file.

E. An employee may have a copy of any material in their file upon payment of a nominal fee to cover the cost of materials and time in making such copies.

F. All documents, communications, or records dealing with the grievance shall be filed separately from the personnel files of the participants.

ARTICLE 10. DISCHARGE AND DISCIPLINE

A. The Right to Discharge or discipline employees shall remain at the sole discretion of the Board of Education or its representative; but no discharge or discipline shall be taken without just cause. Interpretation of the term "just cause" shall include, but shall not be limited to the following:

1. Conviction of any criminal act.
2. Incompetent or inefficient work habits.
3. The possession or consumption of intoxicants or narcotics on school property or reporting to work under the influence of intoxicants or narcotics.
4. The use of tobacco on school property when prohibited by law.
5. Willful damage to public property, waste or misappropriation of public supplies, equipment or money.
6. Intentional falsification of records or reports.
7. Misuse of employee benefits.
8. Use of profanity or obscene language on school property.
9. Verbal abuse, physical violence or threats of physical violence against any administrative or supervisory employee, fellow staff member, parent, student or member of the general public, except in the case of self defense.
10. Medical conditions or personal hygiene which may have a

detrimental effect on the health of students or other staff.

11. Unsatisfactory work performance or work habits.
12. Insubordination.

B. In imposing any discipline or discharge on a current charge, the Board of Education shall only take into consideration similar prior infractions or disciplinary actions which occurred within twenty-four (24) months prior to the current infraction.

C. Discipline shall include, but is not limited to, oral reprimands, written reprimands, involuntary demotion, suspensions with pay, suspensions without pay and discharge. Discipline shall be applied in a progressive manner, as applicable. Employees shall not be orally reprimanded in front of other employees, students or the public.

D. The employer agrees promptly upon the discharge or suspension of an employee to notify the Chief Steward in writing. The discharged or suspended employee will be allowed to discuss their discharge or suspension with the Chief Steward.

E. In the case of discharge or suspension the employee may, within five (5) days, file a grievance beginning with the Superintendent's level.

ARTICLE 11. GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the express terms of this contract or a dispute over its application. The Chapter Chair and/or Chief Steward may file a grievance on behalf of the Union if the alleged violation effects bargaining unit integrity or the entire bargaining unit.

An alleged violation of any written policy or written rule or condition of employment will be the subject of a Special Conference as described in Article 29.

1. STEP ONE. If an employee feels he/she has a grievance, he/she shall discuss the grievance with the steward. The steward will discuss the grievance with the immediate supervisor. If the matter is not thereby disposed of within ten (10) working days, it will be submitted in written form by the steward to the immediate supervisor within fifteen (15) working days from the date the grievance occurred.

Written grievances shall be submitted on the Grievance Report Form

(as attached - Exhibit B) and shall be as complete as possible. The written grievance shall be signed by the grievant or grievants. The immediate supervisor shall answer the grievance in writing within ten (10) working days.

2. STEP TWO. If the grievance has not been settled, it shall be presented in writing and signed by the grievant to the Superintendent within five (5) working days after the supervisor's response is received. A grievance conference shall be held within ten (10) working days if requested by the Union or the Employer. The Superintendent shall respond to the grievance in writing within ten (10) working days from the date received or ten (10) working days from the conference, if held.

3. STEP THREE. If the answer in step two is not satisfactory to the Union, they will within twenty (20) working days of the superintendent's answer, serve written notice of appeal to the superintendent or their designee. The superintendent, upon receipt of the union's notice of appeal, shall within fifteen (15) work days, arrange a meeting of the parties involved for the purpose of dispute resolution. This meeting shall include at least two representatives of the Board of Education and at least two members of the Union including a representative of Michigan Council 25. Additionally, upon mutual agreement, an impartial third party may be requested to attend.

ARBITRATION

If, at the conclusion of the above meeting, the dispute remains, the Union shall, within thirty (30) calendar days serve written notice to the Employer of its intent to arbitrate the dispute.

In the event the Employer and the Union are unable to agree on an ad hoc arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with their rules and procedures.

The fees and approved expenses of the arbitrator will be paid equally by the parties, except that each party shall assume its own costs for representation including any expense of witnesses.

Witnesses, under this Employer, requested by the Union, shall be released from work for the arbitration.

POWER OF THE ARBITRATOR

The arbitrator shall be empowered to decide disputes about the interpretation or application of the clauses of this Agreement, and about alleged violations of the Agreement. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he/she substitute their discretion for that of the Board of Education or the Union where such discretion has been retained by the Board or the Union, nor shall he/she exercise any responsibility or function of the Board of Education or the Union, nor shall he/she have the power to establish or change any salary schedules, nor shall he/she have the power to interpret any state or federal laws. However, he/she shall be empowered to reverse or sustain an unjust disciplinary action.

If either party disputes that the matter is not subject to arbitration under the terms of this Agreement, that dispute shall be submitted to an arbitrator as a separate issue. The arbitrator who rules on the arbitrability of the matter shall be banned from ruling on the merits of the grievance, unless there is mutual agreement of the parties involved.

Any grievances which are similar in nature, may be heard simultaneously by the arbitrator, upon written consent of the Board of Education and the Union.

The decision of the arbitrator shall be final and binding on the employees, the Union and the Board of Education; any decision of the arbitrator shall be implemented forthwith, however the parties retain the right to appeal to a court of competent jurisdiction.

B. The failure of either party to answer or appeal, at any step of the grievance procedure, within the specified time limits, shall be deemed to be settled on the terms of the other party's last answer or appeal. Any grievance may be withdrawn, without prejudice, at any stage of the grievance procedure up to the arbitration level. Any grievance may be withdrawn at the arbitration level, without prejudice, upon mutual consent of the Union and the Board. The financial liability of either party shall be limited to those specified in this Article.

C. The time limits specified herein for movement of grievances through the process shall be strictly adhered to; however, they may be relaxed or extended by mutual written consent of the parties.

D. For purposes of this Article "work days" shall be construed to mean weekdays, excluding Saturday, Sunday and holidays.

ARTICLE 12. CONTRACTUAL WORK

A. The right of contracting or sub-contracting is vested in the Employer. This right shall not be used for the purpose of undermining the Union nor to cause the loss of existing jobs.

The parties agree that through the use of special conferences alternatives to contracting and sub-contracting can be explored.

B. Unless the amendments to the Public Employment Relations Act (P.A. 112 of 1994) are repealed or determined invalid by a court of final jurisdiction, Article 12(A) will be deemed null and void as of the effective date of this agreement.

C. Any contract entered into under the provisions of P.A. 112 of 1994, shall be allowed to continue until its termination date, without being a considered a violation of Section A of this Article.

ARTICLE 13. SENIORITY

A. New employees hired in the district shall be considered as probationary employees for the first sixty (60) work or school days of permanent employment.

When an employee finishes the probationary period, he/she shall be entered on the seniority lists of the unit, and shall rank for seniority from the date of their last date of hire. If two or more employees shall have the same seniority their placement on the seniority list shall be determined by a drawing conducted by the Union and the employer. There shall be no seniority among probationary employees.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement; except discharge, discipline or laid-off employees for other than Union activity.

C. Seniority shall be based on continuous years of service in the following groups:

1. Secretarial
2. Aides and Media Center Paraprofessionals
3. Food Service

If an employee transfers into a job across group lines and continues in the new group for three (3) years, seniority accumulated in the previous group will be added to the seniority accumulated in the new group. Seniority in the previous group would be retained, however, seniority would only continue to accrue in the group occupied by the employee.

This seniority shall apply for all purposes except salary schedule placement.

D. On or before September 15 and February 15 of each year, the employer shall prepare, based on their records, and transmit to the Union their seniority list showing date of hire, classification and seniority. If there is any disagreement with the list, the Union may request, within ten (10) days, a meeting with the Superintendent of Schools to resolve the matter.

E. An employee shall lose their seniority if he/she resigns, retires or is discharged and the discharge is not reversed through the procedures set forth in this agreement.

F. All days paid to an employee, for bargaining unit work shall be considered as days worked for the purpose of computing seniority.

G. A bargaining unit member who is transferred out of the bargaining unit, but remains within the district shall not accrue additional seniority and shall retain previously acquired seniority for a period of two years.

H. During their term of office, notwithstanding their position on the seniority list, the Chapter Chairperson and Chief Steward shall be deemed to head the seniority list for purposes of layoff and recall; provided that she/he meets the minimum qualifications for the position. Upon termination of their term of office he/she shall be returned to their regular seniority status.

ARTICLE 14. HOURS OF WORK

- A. The normal workweek shall consist of not more than forty (40) hours which shall fall between Monday and Friday.
- B. The normal workday shall consist of no more than eight (8) hours and shall begin no earlier than six o'clock (6:00) in the morning.
- C. The employee's immediate supervisor shall establish the length of the workweek, length of the workday and the starting and quitting time. Changes in any of the above items shall be communicated to the employee as early as possible.
- D. The Board shall furnish time clocks or timekeepers in each building. Employees shall establish the time they began work and finishes work, as well as any time during the day when they left their building.
- E. Employees shall be entitled to the following breaks:
1. After two (2) and six (6) consecutive hours of work, a ten (10) minute rest period away from their work station; but within their assigned building. The times for such rest periods shall be established by their immediate supervisor. Rest periods shall be without loss of pay.
 2. After four (4) and eight (8) consecutive hours of work, a thirty (30) minute meal period away from their work station. The times for such meal periods shall be established by the immediate supervisor. Meal periods shall be without pay.
- F. Individuals who are employed as secretaries in the Adult Education division of the Portland Public Schools may, with the consent of the employer, waive the provisions of Article 14 (B) to allow them to work four (4), ten (10) hour days (Monday thru Thursday) and Article 18 (A) (1) to allow such hours to be paid at the regular rate.
- G. In the event that the employer and the union desire to modify the number or length of consecutive work days within a forty (40) hour work week during the summer when school is not in session, such shall become an agenda item for a special conference.
- H. All bargaining unit employees shall attend staff meetings of up to one (1) hour per month. The supervisor shall notify the employees at least two (2) days prior to the meeting.

Food service employees will have a minimum of eight (8) hours of inservice training per year.

Employees shall be paid their applicable rate of pay.

ARTICLE 15. JOB VACANCIES

A. A vacancy shall be defined as any position within the bargaining unit which the employer seeks to fill.

B. Notice of vacancies and newly created positions shall be posted for a period of seven (7) calendar days. During the period of June 15 - August 15 the posting period shall be ten (10) calendar days and notices shall be mailed to the Chapter Chairperson for dissemination. Interested employees shall respond to the notice within the posting period. A copy of such notice shall be mailed to all members of the Bargaining Unit who are on layoff and shall be mailed to their last known address.

Each posting shall contain the minimum qualifications of the vacancy or newly created position.

C. The filling of vacancies and newly created bargaining unit positions shall be on the basis of minimum qualifications and seniority. In the event that the senior applicant is denied the position, notice shall be given in writing to the Chapter Chairperson. The employee shall be advised, in writing, of the reasons for denial.

D. An employee who takes a different position, except by involuntary transfer, shall be granted a four (4) week trial period. During that period the employee shall have the right to revert back to their former position. If during that period the employee is unsatisfactory in that position the employer may transfer him/her to their former position. The employee shall be notified, in writing, of the reasons. A notice of the action shall be sent to the Chapter Chairperson.

During the trial period the employee shall receive the rate of the job they are performing.

E. The employer retains the right to involuntarily transfer an employee to a vacant position of the same or higher classification. Such transfer shall not effect the employees seniority or bidding rights.

F. The employer has the right to change or abolish positions, provided that such action is not based upon reducing compensation for a position where no substantial change in duties and/or responsibilities.

G. The employer has the right to develop, establish and initiate new positions, including rates of pay. If the Union believes that such positions should be within the bargaining unit they may request a special conference to discuss the matter. If the matter cannot be resolved it may be submitted to the Michigan Employment Relations Commission. If the position is determined to be within this bargaining unit the parties shall negotiate the applicable portion of the contract as they apply to that position, including rate of pay.

ARTICLE 16. TEMPORARY ASSIGNMENTS

A. Bargaining unit members who wish to be considered for temporary assignments in their same or other classifications shall, before September 15, December 15 and March 15 of each year, advise the Superintendent's office in writing. A list shall be maintained in seniority order and shall be transmitted to all administrators and the Union as soon after those dates as it can be compiled.

B. Temporary assignments are created by the absence of another employee. The supervisor shall determine the need to fill the vacancy. Vacancies will be filled by the immediate supervisor from the list in Section A, based on minimum qualifications, experience in the same or similar positions and seniority as defined in Article 13.

If the supervisor is unable to fill the vacancy he/she may require the least senior employee in the group, who meets the minimum requirements, to fill the assignment or he/she may employ an outside substitute.

The vacancy created by transferring an employee into a temporary assignment shall not be considered a vacancy under this section and may be filled by the supervisor in any manner he/she elects.

C. The immediate supervisor shall see that the employee filling such temporary assignment shall receive proper training in the temporary assignment.

D. Employees in temporary assignments shall earn their normal compensation rate or the same step of the applicable compensation rate, whichever is higher.

ARTICLE 17. SPECIAL ASSIGNMENTS

A. Any work activity performed after normal school hours, for an event held outside of normal work hours, shall be considered a special assignment and shall be compensated at a rate equal to one and one-half (1 1/2) times the employees normal rate for all hours actually worked.

B. The immediate supervisor shall approve any special assignments and shall post the necessary number of employees in each classification that will be needed to complete the assignment.

Posting at all schools of such notices shall be as early as practical. Volunteers may sign up for the special assignments by classification, or qualification and used on an equitable rotation basis.

If there are not enough volunteers to complete the necessary assignment, the immediate supervisor shall have the authority to request other employees, including non-union persons to work.

C. When an employee is called in for a Special Assignment, the employee will be paid a minimum of one (1) hour's pay at one and one-half (1 1/2) times the employees regular hourly rate.

ARTICLE 18. OVERTIME

A. Overtime shall be defined as any work hours (excluding hours worked on a special assignment):

1. Over eight (8) in one workday.
2. Over forty (40) in one workweek.
3. On Saturday or Sunday.

B. Any overtime work shall be compensated at a rate equal to one and one-half (1 1/2) times the regular hourly rate and shall be paid for the actual time worked.

C. Overtime allocations shall be within specific classifications. Overtime allocations for non-food service personnel shall be by specific building assignment. All overtime allocation shall be based upon the seniority list referred to in Article 13.

D. The first overtime available, as specified in Section A of this Article, shall be offered to the most senior person and then in descending order to the bottom of the list. Each subsequent availability shall begin with the next least senior person. Refusal to accept an overtime assignment shall be treated as if the assignment had been worked.

E. All overtime must be with the prior approval of the immediate supervisor.

ARTICLE 19. LAYOFF AND RECALL

A. A layoff shall be defined as the reduction of the number of employees required to perform the functions of the district.

B. When a layoff becomes necessary the least senior employee within the affected unit shall be laid off first, provided that the remaining employees possess the necessary minimum qualifications.

C. An employee may, in lieu of accepting layoff, at their option within seven (7) calendar days of layoff notice, replace a less senior employee in another unit in which the affected employee has seniority rights.

D. Employees who are to be laid off will be given at least seven (7) calendar days notice, in writing, with concurrent notice being sent to the Chapter Chairperson.

E. Employees shall be recalled to vacant or newly created positions within their unit and for which they meet the minimum qualifications in inverse order of layoff.

An employee shall be notified of recall in writing, mailed by registered or certified mail, to their last known address. A concurrent notice shall be sent to the Chapter Chairperson. If an employee fails to respond within five (5) calendar days he/she shall be considered resigned. Special consideration may be made by the employer on an individual basis.

The recall list shall be maintained by the employer for a period not to exceed two (2) years. Thereafter, an employee shall lose their right to recall.

F. The employer shall not hire any new employee until he/she has fulfilled their obligations under Section E of this Article.

G. In the event a school building becomes temporarily out of service for an unanticipated and unforeseen reason (heating, sewer, etc.) the employer may layoff in that building without regard to this article for up to fourteen (14) days.

If the layoff exceeds fourteen (14) days the employee of that building must be recalled and the layoff would proceed on the basis of the preceding sections of this article.

ARTICLE 20. COMPUTATION OF BENEFITS

A. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this agreement.

ARTICLE 21. PAID LEAVE

A. Excused Leave as described in this Article shall be paid leave.

B. At the beginning of each work year, or July 1 for full-year employees, each employee shall be credited with one (1) day of excused leave for each month in which work is to be performed plus one (1) additional day per year.

All days shall be computed on the employee's normal work day.

Any employee who shall terminate employment prior to the end of a normal work year shall have excused leave computed on a pro rata basis. The monetary amount of excessive Excused Leave used shall be deducted from their final paycheck.

C. Excused Leave may be used by the employee for the following reasons:

1. Personal illness or disability, including maternity.
2. Illness or disability in the immediate family, as defined in Section H of this Article.
3. Up to five (5) days per year for the conduct of personal business, but not vacation or recreation.

4. For receiving pay for a day, or days, when employee's services are not required due to a holiday, act of God, parent-teacher conferences, teacher inservice days, or any other week day(s) during the school year that school is not in session.

D. Except in the case of emergency, the employee shall give the immediate supervisor twenty-four (24) hours written notice of their intent to use Excused Leave and shall state, in general terms, the reason for the use.

E. Unused Excused Leave may be accumulated to a maximum equal to one hundred (100) workdays.

F. Any employee who is summoned for jury duty and as a result is unable to work all or part of their normal workday shall suffer no loss of pay. The employee shall advise the Board of any compensation he/she shall receive from the court, excluding reimbursement for travel or other related expense. The employee shall be paid the difference between their regular gross pay and the court compensation. Such leave for jury duty shall not be deducted from Excused Leave.

G. Any employee who is requested to appear as a witness in a court case involving the school district and at the request of the school attorney or is requested and/or approved to attend an educational conference by their supervisor, shall not suffer a loss of pay and such time shall not be deducted from their accumulated Excused Leave.

H. Up to five (5) days in the event of a death in the immediate family which necessitates the employee's absence from work, without loss of pay and without deduction from Excused Leave.

Additional time may be granted by the Superintendent in extenuating circumstances or where extensive travel is required. Such time will be without pay or deducted from Excused Leave.

Immediate family shall be defined as parents, brother, sister, spouse, child, grandchild, grandparents, brother-in-law, sister-in-law, legal guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law of the employee or, at the Superintendent's discretion, any other person. Denial of funeral leave shall be subject to the grievance procedure.

ARTICLE 22. UNPAID LEAVES

A. Once each twelve (12) months, an employee, who worked for the employer at least one (1) year and for at least 1,250 hours over the previous twelve (12) months, shall be granted a family and medical leave of up to twelve (12) weeks for the following reasons:

1. Birth and post natal care of a child.
2. Placement of a child with the employee for adoption or foster care.
3. For a serious health condition that makes the employee unable to perform their job function.
4. To care for a spouse, son, daughter, or parent of the employee who suffers from an illness, injury, impairment, or physical condition that involves inpatient care at a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider.

Employees must exhaust all paid leaves available to them before being eligible for an unpaid family or medical leave.

During family and medical leaves, as defined above, the employer agrees to contribute to the Employee Benefits Cafeteria Plan, an amount equal to the employers contribution to the plan which was being used to provide coverage under the group health plan prior to the commencement of the leave.

Extensions of family and medical leaves may be granted not to exceed one (1) year. However, when leaves are extended beyond twelve (12) weeks the employee will be responsible for the continuation of premiums into the group health plan.

The employee shall request the Leave in writing as soon as possible.

B. The Superintendent may grant an employee an Unpaid Leave for any reason. The employee shall make their request, in writing, at least thirty (30) days prior to the requested start of the Leave. The Superintendent shall evaluate the Leave request in light of what benefits both the employee and employer will derive from the Leave.

The actual starting and ending dates of the Leave shall be by

mutual agreement. In no case shall the Leave exceed one (1) year.

C. Leaves of absence of thirty (30) days or less will be requested in writing to the Superintendent at least ten (10) working days in advance, if possible, and the Superintendent will notify the employee in writing of approval or denial within five (5) working days of the request.

ARTICLE 23. HOLIDAYS

A. All employees shall receive pay for a normal workday, even though no work is performed, for the following Holidays:

New Year's Day, Good Friday, Memorial Day, Fourth of July (full year secretaries only), Labor Day, Thanksgiving Day and the day following, Christmas Day and the day preceding, and the day before New Year's day.

A floating holiday, to be set annually by the Board and the Union, on a day when school is not normally in session. The date of the floating holiday will be set no later than the first week of school.

B. If any of the listed Holidays shall fall on a Saturday, the employee shall be entitled to the preceding Friday as a Holiday. If any of the listed Holidays fall on a Sunday, the employee shall receive the following Monday as a Holiday.

C. Should an employee be requested to work on a listed Holiday, he/she shall receive another, mutually agreeable, day as a Holiday.

ARTICLE 24. VACATIONS

A. Any employee who is designated as a full-year employee shall be entitled to a paid vacation after completing one (1) year of employment in that position.

B. Employees entitled to Vacation shall receive five (5) days after the first and second years; ten (10) days after the third and fourth years; fifteen (15) days after the fifth and subsequent years; twenty (20) days after the fifteenth and subsequent years.

C. Vacations shall be taken at a time that is mutually agreeable to the employee and their immediate supervisor.

D. Vacation time may not be accumulated, nor may the employee receive monetary compensation in lieu of unused vacation time.

E. When a holiday falls during an employee's vacation, he/she shall be entitled to an additional day off with pay, for the holiday, continuous with their vacation.

F. In the event an employee becomes ill during their vacation, and a duly licensed physician certifies he/she is unable to continue their vacation as planned, he/she will be eligible for sick leave and to reschedule the unused portion of their vacation.

ARTICLE 25. INCLEMENT WEATHER

A. If school is not in session due to inclement weather, those employees whose services are not required shall be notified not to report. Those employees shall be paid at their regular rate for their normal workday.

B. Employees who are required to work on days when school is not in session due to inclement weather shall be allowed to take off an alternate day with no loss of pay. Such alternate day shall be set by the immediate supervisor.

C. The number of inclement weather days, provided in Section A and B of this Article, shall be limited to the days that, by statute, do not have to be made up, and shall apply to all bargaining unit members.

D. When time has to be made up due to inclement weather, all bargaining unit members will be required to work.

ARTICLE 26. RETIREMENT

A. It is understood that all employees shall be included in the definition of "public school employee" as provided by Act 136 of the Public Acts of 1945, as amended; and thereby qualified to participate in the Public School Employees Retirement System. It is agreed that the benefits an employee can receive and all other conditions are governed solely by the laws of the State of Michigan.

B. The Board shall be responsible for all contributions to the Retirement fund in accordance with the rates established by law.

C. It is agreed that if an employee meets the definition of "retired" as per Section 15 of Act 136 of the Public Acts of 1945, as amended; and is not disqualified by Section 19 of the same Act, he/she shall receive payment for unused accumulated Excused Leave upon their retirement at the following rate:

1. After ten (10) years of continuous employment - one-third (1/3) of their unused days at their current rate.
2. After twenty (20) years of continuous employment - one-half (1/2) of their unused days at their current rate.

ARTICLE 27. INSURANCE PROTECTION

A. The Board shall adopt an "EMPLOYEE BENEFITS CAFETERIA PLAN" in compliance with Section 125 of the Internal Revenue Code. The operation of that plan shall be governed by a benefit and procedures document. This document and any amendments thereto shall be approved by the Board and the Union.

This plan shall be effective January 1, 1996. Until that time the Insurance provisions of the 1992-95 contract shall be continued.

B. The Board shall provide the following monthly contributions for each employee enrolled in the plan:

EMPLOYEES ELECTING HEALTH INSURANCE:

Media Center Specialist	423.00
Secretary	183.00
All Other Bargaining Unit Employees	183.00 (1)

EMPLOYEES NOT ELECTING HEALTH INSURANCE:

All Bargaining Unit Employees	80.00 (1)
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(1) Pro rated on normal workday compared to eight (8) hour day; for months when work is actually performed.

E. In addition an employee may elect to contribute, through payroll deduction, an additional amount to be used for the purchase of taxable and non-taxable benefits provided under the plan.

- F. The plan shall provide the following benefits which can be selected by the employee:

Blue Cross/Blue Shield insurance (current plan)
A medical/dental/vision reimbursement account.
A child care reimbursement account.
Other insurance options and annuities offered by MASB/SET.
Medicare Part B coverage.

- G. If any employee or spouse covered under the insurance program shall attain the age of sixty-five (65), the employee shall make application for Medicare coverage under Parts A and B.
- H. All bargaining unit employees shall receive \$15,000 employer paid group term life insurance.
- I. Any retiree may obtain, at their own expense, any of the group insurance programs of the employer; provided that it is allowed by the insurer and that premiums are prepaid at the Board office.

ARTICLE 28. COMPENSATION

The following footnotes shall apply to all schedules:

1. Requires an Associates degree or completion of two (2) years of college in a program applicable to the job.
2. Any employee with one or more of the following valid certifications or licenses will receive a premium of fifteen (.15) cents per hour: Standard First Aid, Food Service Certification or Licensed Practical Nurse.
3. Any employee who has been employed at least seven (7) years, as of November 1 of each contract year shall be entitled to longevity pay, which will be paid in the first pay period in November. The employee will receive \$20.00 for each full year of continuous service (as of November 1) with the employer.

Any employee who resigns, retires or dies will receive a pro rata share of his next longevity payment. An employee who is on unpaid leave of absence during that year will receive a pro rata benefit. Such leave shall not constitute an interruption of continuous service for the purposes of this benefit.

1995-96 WAGE SCHEDULE

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
SECRETARIAL:						
Executive Secretary	8.00	8.88	9.26	9.70	10.07	10.88
Secretary	7.32	8.01	8.42	8.73	9.16	9.81
Clerical Assistant	7.16	7.45	7.78	8.05		
AIDES:						
MC Specialist	8.01	8.38	8.73	8.97	9.24	9.47
MC Specialist (1)	9.09	9.42	9.75	10.03	10.26	10.54
Title I Parapro. (1)	8.04	8.38	8.77	9.03	9.42	
Teacher Aide (1)	7.79	8.13	8.51	8.78	9.17	
Material Center Aide	6.96	7.14	7.44	7.78	8.16	
General Aide	6.90	6.96	7.03	7.13	7.52	
FOOD SERVICE:						
Head Cook	7.52	7.85	8.42	8.80	9.17	
Cashier/Manager	7.52	7.85	8.42	8.80	9.17	
Satellite Cook	7.31	7.66	8.10	8.51	8.89	
Baker	7.31	7.66	8.10	8.51	8.89	
Deliveryperson	7.31	7.66	8.10	8.51	8.89	
Kitchen Assistant	6.90	7.11	7.52	7.98	8.34	
Server	6.88					

1996-97 WAGE SCHEDULE

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6

SECRETARIAL:						
Executive Secretary	8.24	9.14	9.54	9.99	10.38	11.20
Secretary	7.54	8.25	8.67	9.00	9.43	10.10
Clerical Assistant	7.37	7.67	8.01	8.30		
AIDES:						
MC Specialist	8.25	8.64	9.00	9.24	9.52	9.75
MC Specialist (1)	9.37	9.71	10.05	10.33	10.57	10.85
Title I Parapro. (1)	8.29	8.64	9.03	9.30	9.71	
Teacher Aide (1)	8.02	8.37	8.76	9.04	9.44	
Material Center Aide	7.17	7.35	7.66	8.01	8.40	
General Aide	7.11	7.17	7.25	7.34	7.74	
FOOD SERVICE:						
Head Cook	7.74	8.08	8.67	9.06	9.44	
Cashier/Manager	7.74	8.08	8.67	9.06	9.44	
Satellite Cook	7.53	7.89	8.34	8.76	9.16	
Baker	7.53	7.89	8.34	8.76	9.16	
Deliveryperson	7.53	7.89	8.34	8.76	9.16	
Kitchen Assistant	7.11	7.32	7.74	8.22	8.59	
Server	7.09					

1997-98 WAGE SCHEDULE

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
SECRETARIAL:						
Executive Secretary	8.24	9.14	9.54	9.99	10.38	11.20
Secretary	7.54	8.25	8.67	9.00	9.43	10.10
Clerical Assistant	7.37	7.67	8.01	8.30		
AIDES:						
MC Specialist	8.25	8.64	9.00	9.24	9.52	9.75
MC Specialist (1)	9.37	9.71	10.05	10.33	10.57	10.85
Title I Parapro. (1)	8.29	8.64	9.03	9.30	9.71	
Teacher Aide (1)	8.02	8.37	8.76	9.04	9.44	
Material Center Aide	7.17	7.35	7.66	8.01	8.40	
General Aide	7.11	7.17	7.25	7.34	7.74	
FOOD SERVICE:						
Head Cook	7.74	8.08	8.67	9.06	9.44	
Cashier/Manager	7.74	8.08	8.67	9.06	9.44	
Satellite Cook	7.53	7.89	8.34	8.76	9.16	
Baker	7.53	7.89	8.34	8.76	9.16	
Deliveryperson	7.53	7.89	8.34	8.76	9.16	
Kitchen Assistant	7.11	7.32	7.74	8.22	8.59	
Server	7.09					

ARTICLE 29. SPECIAL CONFERENCES

A. Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative, upon the request of either party. Such meetings shall be between three (3) representatives of the Union and three (3) representatives of management. Arrangements for such special meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Such request shall also set forth an estimated length of the conference. Matters taken up in the special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually-agreeable time. The Union members shall not lose time or pay for time spent in such special conferences.

B. The Union representatives may meet at a place designated by the Employer on the Employer's property for one-half hour immediately preceding the conference with the representatives of the Employer for which written request has been made.

ARTICLE 30. MISCELLANEOUS

A. PRINTING OF THE AGREEMENT

Printing of the Agreement shall be done by a mutually selected printer with the Union and Employer sharing equally in the cost. If the printing has to be contracted, it shall be given to a Union printer.

B. RESPONSIBILITY OF DISCIPLINE

Secretaries will not be responsible for the discipline of students; however, they shall report any disciplinary infractions to the building principal.

C. NON ENROLLED STUDENTS.

Bargaining unit members shall not be assigned duties involving the care and/or control of youngsters, except those who are enrolled or being enrolled in an educational program of the employer.

D. PARKING.

The Board shall provide adequate free parking space for bargaining unit members.

E. TRAVEL REIMBURSEMENT.

On-the-job travel reimbursement shall be provided in accordance with Board policy number 4133.

F. SUPPLIES.

The Board will provide bargaining unit members with adequate supplies in order to accomplish the tasks assigned. I.E., an adequate supply of laundered towels and cloth aprons in each kitchen within the school district.

G. APPAREL.

Apparel or equipment required by the Employer, or deemed necessary for employee safety, shall be furnished by the Employer.

H. MEDICAL EXAMINATIONS.

Any physical examination, lab work, x-rays or testing required by the Employer will be paid for or provided by the Employer. The Employer may require the employee to go to a specific practitioner for the service desired. Other than return from leave of absence, the Employee may go to other than the Employers recommended practitioner, without reimbursement.

I. NON-DISCRIMINATION

The employer and union agree to adhere to all federal and state non-discrimination laws. It is the intention of the parties that this agreement comply with the provisions of the Americans With Disabilities Act of 1992.

J. SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

K. MEDICAL ANALYSIS

Bargaining unit members shall be prohibited from making medical analysis or certification of illness or injury.

L. BUILDING TEMPERATURES

All buildings and work areas where bargaining unit employees are assigned will be maintained at reasonable temperatures and sanitary conditions.

M. WORK BY SUPERVISORS

Supervisory or administrative employees will not normally be assigned to work which is customarily performed by members of the bargaining unit.

N. CONTINUITY OF OPERATIONS

The parties recognize that Act 112, Public Acts of 1994, establish certain rights responsibilities and remedies with regard to

strikes by public school employees and lockouts by Boards of Education. The parties agree to adhere to the provisions of this law.

O. SCHOOL REALIGNMENT

In the event there is a realignment of elementary schools a Special Conference will be held to discuss the transfer of effected bargaining unit members.

ARTICLE 31. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until June 30, 1998.

A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current years termination date.

C. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.

D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

E. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to 1034 N. Washington Ave., Lansing, MI 48906; and if to the Employer, addressed to 1100 Ionia Road, Portland, Michigan; or to any such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 12th day of September, 1995.

CLERICAL & SUPPORT SERVICES CHAPTER
LOCAL 1910, COUNCIL #25
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO

Kathleen Tutson
Chairperson

Maureen Hoppes
Vice Chairperson

PORTLAND BOARD OF EDUCATION

Will Hays
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Maureen E. Wallace
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