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6/30/2000



**Grosse Pointe
Public Schools**

*Excellence In Education
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1921-1996

Grosse Pointe Public Schools

**MASTER AGREEMENT
1996-2000**

The Grosse Pointe Public School System

The Grosse Pointe Association of Educational Office Personnel/MEA

*389 St. Clair
Grosse Pointe, Michigan 48230*



The Grosse Pointe Association of
Educational Office Personnel/MEA and
The Grosse Pointe Public School System

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THIS AGREEMENT entered into this 10th day of February, 1997, by and between the BOARD OF EDUCATION of THE GROSSE POINTE PUBLIC SCHOOL SYSTEM, WAYNE COUNTY, MICHIGAN, hereinafter called "the BOARD" and the GROSSE POINTE ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL, MEA-NEA hereinafter called "the ASSOCIATION".

ARTICLE I

PREAMBLE

(1) WHEREAS, on February 7, 1966, the Association was formally recognized by the Board as the exclusive representative, for the purposes of collective negotiations with the Board with respect to rates of pay, wages, hours of employment, and other conditions of employment of the employees covered by this Agreement; and

(2) WHEREAS, following extensive negotiations, certain understandings have been reached between representatives of the Board and the Association concerning such matters for the years 1996-97, 1997-98, 1998-99 and 1999-2000

(3) NOW, THEREFORE, in consideration of the following mutual covenants, the Association and Board hereby agree as follows:

ARTICLE II

RECOGNITION

(4) The Board recognizes the Association as the sole and exclusive bargaining representative for all salaried office workers (but excluding all substitutes, irregular or temporary employees, all regular part time employees assigned to work less than one-half a full schedule, all confidential employees, and all supervisory and office administrative personnel who have authority to hire, fire, evaluate or demote employees) employed by the Board, in all matters of disputes or grievances which may arise during the term of the Agreement as to the application, interpretation or compliance of either party as to its rights under this Agreement. If the Board decreases the hours of a position in the bargaining unit to less than one-half of a full schedule, it will nevertheless remain in the bargaining unit. The secretaries to the Superintendent of Schools and the Director of Personnel and Labor Relations are not members of the bargaining unit represented by the Association. All office workers covered by this Agreement are hereinafter referred to as "EMPLOYEES."

ARTICLE III

RIGHTS OF THE BOARD

(5) There is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement, which rights shall include, by the way of illustration and without limiting the generality of the foregoing, the following:

(5a) To manage and administer the School System, its properties and facilities and to direct its employees in the course of their duties.

(5b) To hire all employees and, subject to the provisions of law and this Agreement, determine their qualifications and the conditions of their continued employment, their dismissal or demotion, to assign duties, responsibilities and the place of work to employees to fill vacancies, and to promote, re-assign and transfer any such employee.

(5c) To establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees and their working conditions which are not inconsistent with the provisions of this Agreement or violative of law, and

(5d) To determine future staffing needs of the bargaining unit.

(6) None of the foregoing rights shall be exercised in such a manner as to conflict with any other express provision of this Agreement or supplemental written understandings between the parties.

(7) The Board further recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communication with the Association. Accordingly, it is agreed that representatives of the Board and the Association shall meet periodically when necessary to discuss school policies of legitimate concern to the Association and problems relating to the implementation of the Agreement, to review the administration of the contract and to resolve any problems that are not of a grievance nature. It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.

(8) In no event are such meetings to be used for discussion of existing grievances, or by either party to demand any modifications to the provisions of the Agreement, except with the prior consent of the other party.

ARTICLE IV

FAIR EMPLOYMENT PRACTICES

(9) The Board agrees that neither it nor any of its administrative agents shall discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status, non-disabling handicap, political activities, or membership or participation in the activities of the

Association or any other employee organization. It is understood that no matter arising under this paragraph shall be subject to the arbitration provision of the grievance procedure.

(10) The Association agrees that it shall admit all employees to its membership without discrimination by reason of race, creed, color, national origin, sex, age, marital status, non-disabling handicap, or membership or participation in the activities of any other employee organization. Membership in the Association shall not be required as a condition of employment of any employee with the Board. It is understood that no matter arising under this paragraph shall be subject to the arbitration provision of the grievance procedure.

ARTICLE V

RIGHTS OF THE ASSOCIATION

ACCESS TO BOARD INFORMATION

(11) The Board agrees to furnish to the Association, upon reasonable request, such information concerning the financial resources of the School District, which by law is available to its residents. In addition, the Board will furnish the Association, upon reasonable request, tentative budgetary requirements and allocation, under consideration by the Board of Education that will assist the Association in developing accurate, informed and constructive proposals (which may be made only at the times expressly permitted by this Agreement) concerning the rates of pay, wages, hours of work, and other conditions of employment of employees. Furthermore, the Board agrees to furnish to the Association, upon reasonable request, such legally permissible information which is not reasonably available elsewhere and which is necessary for the Association to process efficiently any grievance in the grievance procedure.

(12) The Association shall be advised by the Board of any new or modified fiscal, budgetary, or tax programs which are proposed or under consideration, and the Association shall be given reasonable opportunity to consult with the Board with respect to the proposed annual budget prior to its adoption and general publication.

(13) It is agreed and recognized, however, that except for expenditures contained in any annual budget which are required by the terms of the Agreement, the authority to adopt all parts of the annual budget of the School District resides exclusively with the Board and during the term of this Agreement shall not be the subject of mandatory negotiation with the Association, nor subject to any proceeding under the grievance procedure.

PAYROLL DEDUCTIONS

(14) The Board agrees to deduct from the salaries of employees dues or agency shop service fees for the Association, when voluntarily authorized in writing by each employee desirous of having her dues deducted.

(15) Individual authorization forms shall be furnished to the Board by the Association and, when executed, filed by the Association with the Business Office.

(16) Authorizations filed with the Business Office on or before September 1, shall become effective with the first paycheck for the contract year. Each authorization filed after September 1, shall become effective with the first paycheck within thirty days after the filing of the authorization.

(17) Authorizations, once filed with the Business Office, shall continue in effect until revoked by the employee on a form available from the Association and filed with the Business Office provided, a revocation filed after the first duty day of a year shall not be effective until the first paycheck of the succeeding year.

(18) Dues or agency shop service fees shall be deducted in equal installments, beginning with the first September paycheck of each year.

(19) The Association shall, at least sixty days prior to July 1 of each year, give written notification to the Business Office of the amount of its dues which are to be deducted in that year under such authorizations. The amounts of the deductions for these dues shall not be subject to change during that entire year.

(20) For purposes of this Article, the term "year" shall mean the twelve month period beginning with July 1st of each year.

(21) Dues or agency shop service fees deducted shall be sent to the Association promptly under procedures to be established by the Board's Business Office.

(22) The right to refund to employees monies deducted from their salaries under such authorizations shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.

(23) The Board agrees to continue to make voluntary payroll deductions, upon written authorization therefor, from the salaries of employees for the following: United Foundation, tax sheltered annuities, hospitalization insurance rider premiums, U. S. Savings Bonds purchases, the Detroit Teachers' Credit Union; and agrees to disburse these deductions for the purposes intended. Procedures for these payroll deductions shall be established by the Board's Business Office.

AGENCY SHOP

(24) Any employee who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of their employment, shall as a condition of employment, tender as a fee to the Association, the amount certified by the Association which shall be in accordance with law; provided, however, that the employee may authorize payroll deductions for such fee in the same manner as provided in Paragraphs 14-22. The Association agrees to explain to any employee who is an agency fee payer his/her legal rights as determined by the courts under this agency fee provision.

(25) In the event that an employee shall refuse to tender such fee directly to the Association or authorize payment through payroll deductions as provided in Paragraphs 14-22, the Board shall upon motion of the Association cause the termination of employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

(26) The procedure in all cases of discharge for violation of this Article shall be as follows:

(26a) The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) working days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected.

(26b) If the employee fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

(26c) In the event of compliance at any time prior to discharge, charges shall be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to tender the Agency Shop fee.

(26d) The Association agrees to assume the legal defense of any suit or action brought against the Board, its agents or employees arising out of the implementation or enforcement of this provision. Furthermore, the Association agrees to indemnify the Board, its agents or employees for any costs or damages which may be assessed as a result of said suit or action.

(26e) The Board shall conduct a hearing within thirty (30) days after receipt of the charges filed by the Association. If the Board finds there has been compliance with the appropriate provisions of the Agreement and applicable law, it shall issue, within ten (10) days after the hearing, a notice of discharge. The discharge shall become effective after all appeals to the courts and/or administrative agencies have been exhausted.

PROFESSIONAL MEETINGS

(27) In the belief that attendance at professional meetings is desirable to maintain and improve clerical competence and proficiency, and to enhance the educational program of the school district, the Association shall be encouraged to participate in such meetings.

(27a) The Board will allocate \$1,000 annually to cover the expenses for attendance at the meetings and the full cost of all necessary substitutes used in connection with such absences.

RELEASED TIME

(28) The President or his/her designated representative shall be granted ten (10) days per year of paid release time to serve the Association for Association business. Upon request the Director of Personnel may grant the president or his/her designated representatives additional days of paid

release time. The Association shall reimburse the Board for the full substitute cost of all release time days.

ARTICLE VI

GRIEVANCE PROCEDURE

DEFINITIONS

(29) A "Grievance" shall mean a complaint by an employee, or a group of employees or the Association, based upon an event, condition, or circumstance under which an employee works, allegedly caused by a violation, misinterpretation, or misapplication of any provision of this Agreement.

(30) An "Aggrieved Person" shall mean the person or persons making the complaint, either individually or through the Association.

GENERAL PRINCIPLES

(31) The primary purpose of the procedure set forth in this Article is to secure, at the earliest level possible, equitable solutions to complaints or grievances. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

(32) It shall be the firm policy of the Board to assure to every employee an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to her employment status.

(33) Except as otherwise provided herein, any aggrieved person may be represented at all meetings and all hearings at all levels of the grievance procedure by another employee, or by another person; provided, however, the aggrieved person shall in no event be represented by an officer, agent, or other representative of any employee organization other than the Association; and provided further, when an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all levels of the grievance procedure after the first level.

(34) Nothing in this Agreement shall be interpreted to mean that an individual employee shall be prevented from presenting a grievance (or having an adjustment in an individual grievance) without the Association becoming directly involved as long as any such adjustment does not violate the terms of this Agreement. The Association has the right to be present when such an adjustment is to be made. The Board further agrees to provide immediately to the Association a copy of all written grievances lodged and decisions rendered relative to these grievances, together with the supporting reasons for the decisions.

(35) The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver by that aggrieved party of any further appeal concerning the particular grievance; provided,

however, in the event new facts are obtained which were not previously known to her but which, if they had been known, might have influenced the disposition of the grievance, the presentation of such information to the Association shall constitute grounds to reopen the grievance procedure at that level at which it had been terminated; provided, further, in the event a decision has been rendered in a grievance and the decision has not been implemented or has been violated, the presentation of such evidence to the parties in interest shall constitute grounds to reopen the grievance at the level at which it had been terminated. Time limits set forth in this Article VI may be extended, shortened, or eliminated by written agreement of the Board and the Association. The failure of an aggrieved party to proceed to the next step shall not be deemed a precedent for future grievances.

(36) If in the judgment of the Association, a grievance affects a group of employees at more than one building, such grievance shall be considered a "class" grievance and shall be commenced at level three. As a condition to commencing a "class" grievance, the Association shall inform the Board of the employees affected by such grievance. Both parties agree that the purpose of the grievance procedure is best served when the "class" is properly defined. A "class" grievance under this section shall not be considered unless it is submitted in writing to the Superintendent of Schools or his designee within fifteen (15) days after the event or occurrence, which is the basis of the grievance, became known to the president of the Association.

(37) At any level the failure of an administrator to communicate his/her decision to the employee within the specified time limits shall constitute a denial of the grievance and permit her and/or the Association to proceed to the next level.

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

(39) Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents that have been approved by the Board and Association shall be printed and given appropriate distribution by the Board.

(40) The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article VI:

(40a) The termination or discipline of a probationary employee.

(40b) The provisions of any insurance contracts and/or policies provided pursuant to Appendix B of this Agreement.

(40c) Any matter set forth in this Agreement which is covered by a state or federal statute and may be pursued through an administrative agency. It is the purpose of this provision to deny use of the grievance procedure to employees who have one or more administrative remedies available to them outside of the scope of this Agreement.

PROCEDURE

INFORMAL CONFERENCE

(41) Prior to invoking the grievance procedure at Level One an employee who has a complaint will discuss the matter with her immediate administrator. She may be accompanied by a member of the Association if she so desires. The matter must be discussed not later than ten (10) duty

days after the occurrence on which the complaint is based, or the complaint or a subsequent complaint will not be considered.

LEVEL ONE

(42) If a complaint is not satisfactorily resolved at the informal conference, the aggrieved person shall informally discuss the situation with the Association. If the Association decides the grievance has merit, a written grievance to this effect shall be given to the immediate administrator not later than five (5) duty days after the matter was discussed between the immediate administrator and the aggrieved person. Within five (5) duty days of receipt of the written grievance, the aggrieved person's immediate administrator shall state his/her decision in writing concerning the grievance, together with the supporting reasons therefore, and furnish one copy to the aggrieved person and two copies to the Association.

LEVEL TWO

(43) If the immediate administrator denies the grievance, the Association may within five (5) duty days refer the grievance to the Director of Personnel.

LEVEL THREE

(44) Within ten (10) duty days after receipt of the written grievance, the Director of Personnel shall meet with the aggrieved party to consider the grievance. Any employee of the Board having knowledge of the matter may be required on request of either party to attend this meeting as a witness. Within five (5) duty days the Director of Personnel shall prepare an answer to the grievance, accompanied by supporting reasons. Copies of the answer shall be given to the aggrieved person and the Association.

LEVEL FOUR

(45) Any grievance which remains unsettled after having been fully processed through Level Three of the grievance procedure shall be submitted to binding arbitration, upon the written demand of the Association. In order to be effective, such written demand must be made within sixty (60) days after the final answer of the Director of Personnel to the grievance has been given to the Association in Level Three of the grievance procedure.

(46) Except where modified by written agreement signed by the Board and the Association, the voluntary labor arbitration rules of the American Arbitration Association shall apply to the selection of the impartial arbitrator and to the arbitration proceedings. The Board and the Association agree to accept the arbitrator's award as final and binding upon all parties including the employee(s) involved in the grievance.

(47) In connection with the arbitration of any grievance hereunder the following rules shall apply:

(47a) In no event shall an arbitrator be empowered to modify, detract from or alter the provisions of this Agreement. His power shall be limited to determining whether the Board has violated, misinterpreted or misapplied any of the terms of the Agreement. The decision of the arbitrator shall be in writing and shall cover only the issues in dispute without recommendations as to other matters.

(47b) The questions to be arbitrated shall be jointly stipulated by the Board and the Association, or if they are unable to agree, each party shall submit its written statement of the questions to the arbitrator and each other at least ten (10) days in advance of the scheduled hearing date.

(47c) No more than one grievance may be heard by the arbitrator at one time unless both parties agree to consolidate two or more grievances for hearing and decision, or unless the arbitrator directs the consolidation of two or more grievances submitted to arbitration arising out of the same incident and involving similar questions of dispute.

(47d) The fees and expenses of the arbitrator and the fees of the American Arbitration Association shall be shared equally by the Board and Association.

(47e) Grievances not resolved within the specified time frame may be moved to the next level of the grievance procedure.

COMMUNICATIONS

(48) The President of the Association or another Association member designated by the President shall be recognized by the Board as the official representative of the Association to receive official communications under this grievance procedure.

ARTICLE VII

RIGHTS OF THE EMPLOYEE

LIMITS OF RESPONSIBILITY

(49) Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board, but shall only be responsible for loss or damage to any such property when such loss or damage is due to negligence on the part of the employee. The Board shall provide comprehensive liability insurance protection under the liability policy now carried by the Board for all employees in its employ, with limits of \$300,000 for a single injury, \$500,000 for single occurrence, and \$50,000 for the property of third parties, against damages arising out of the negligence of any employee while acting within the scope of her duties as such, subject to the exclusions contained in such policy. In addition to these basic amounts of insurance the Board shall

provide a \$5,000,000 umbrella liability policy to supplement and extend the above described basic coverages. The Board shall continue to carry workers' compensation insurance coverage for all employees in the manner required by the laws of Michigan. Insurance carriers are to be selected by the Board.

(50) No employee shall be required to administer any first aid for a student. An employee may, however, administer first aid, at her discretion, when the situation so demands. It is the responsibility of the employee to exercise reasonable protective attention to a student and take immediate steps to notify the proper authorities in the event of a student injury or illness.

(51) No employee shall be required to transport any child for any reason.

(52) No employee shall be required to do personal work of administrators or teachers, but is expected to do work assigned which the immediate supervisor or administrator determines to be of a civic or charitable nature. The burden of responsibility shall rest solely with the administrator for all assigned work.

(53) An employee shall only be required to administer medication to students pursuant to the written permission of the pupil's parent or guardian and in compliance with the written instructions of a physician.

(54) Deleted

VACANCIES

(55) The Board may establish or change the work classifications or duties of any employee. The Association will be notified of any change in classification or duties within ten (10) days of such change.

(56) Employees within the jurisdiction of the unit will be afforded an opportunity to be considered for transfer or promotion prior to the recall of laid off employees or the employment of new personnel.

(57) Transfer shall mean the movement from one position to another position in the unit which carries the same or a lower hourly rate. Promotion shall mean movement from one classification to another classification which carries a higher hourly rate.

(58) In the event of a new or vacant position resulting from retirement, resignation, leave of absence or other termination of employment, the Board agrees that such vacancy shall be posted for a period of at least six (6) working days in a mutually designated place in each building. Positions resulting from the first vacancy will be posted for a period of at least three (3) working days in a mutually designated place in each building. The posting shall include the job classification, job location, length of work year, duties, qualifications, and deadline for receiving applications.

(59) No letters requesting transfer will be required or accepted. Moreover, probationary employees are not eligible to apply for a transfer or a promotion to another position in the bargaining unit. An employee who voluntarily transfers (same classification) shall not be eligible to transfer voluntarily for the period of twelve (12) months from the effective date of the transfer.

(60) Normally, each employee who applies for a posted opening will be granted an interview with the appropriate administrator, and an administrator from the Personnel Office where deemed necessary.

(61) Transfer of an employee shall be based on qualifications, amount and quality of experience, and seniority. Promotion of an employee shall be based on qualifications and ability. Seniority shall be considered only when two or more applicants have equal qualifications and abilities.

(62) Each employee will be informed in writing as to approval or denial of her bid for transfer or promotion within six (6) days after all interviews are completed. If an employee's bid is denied she shall, upon request, be granted an interview with the appropriate administrator to discuss the matter and the reasons for denial will be placed in writing at her request. However, the denial of bid for transfer and promotion shall not be subject to the grievance procedure but shall be subject to the provisions set forth in paragraph 64.

(63) Each employee receiving a promotion shall have a trial period of thirty (30) duty days in the new position. During the trial period the employee shall receive the pay rate for the job she is performing. An employee shall have a right during her trial period to revert back to her former position if she so desires. In addition, the Board shall have the right to revert an employee back to her former position if such employee's work is unsatisfactory. In such case written notice of the unsatisfactory work will be given to the employee.

(64) An employee whose bid for transfer and/or promotion is denied or who received less than a satisfactory rating on her evaluation may file an appeal with the Office/Board Review Panel. The Review Panel shall be composed of two members appointed by the President of the Association and two members appointed by the Director of Personnel. Before initiating an appeal an employee must first exhaust the remedies provided in paragraph 62 or 126, whichever is applicable. If the problem is not resolved the employee may appeal to the Review Panel. The appeal must be in writing and must be filed with the Director of Personnel no later than (fifteen) 15 working days after receipt of the letter of denial or the adverse evaluation. The appeal must contain a specific but concise statement of the facts upon which it is based along with reasons why the employee believes the denial or evaluation is in error. Within a reasonable time after receipt of the appeal the Review Panel will meet and consider all evidence submitted and formulate a recommendation. The recommendation will be forwarded to the Superintendent for decision and a copy sent to the affected employee. The decision of the Superintendent shall be final.

PERSONAL PROPERTY OF EMPLOYEES

(65) The Board shall reimburse an employee, in an amount not to exceed \$100.00 for loss, damage, theft, or destruction, while on duty of her personal property of a kind normally worn or brought into the school building, 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. This obligation shall not extend to any loss or damage to motor vehicles of an employee. This obligation shall extend only to (that portion of) any such loss not covered by insurance taken out by the employee and shall be payable only after the employee has first exhausted all possibility of collecting for such loss under her own insurance, if any.

(66) In the event any employee chooses to bring personal property, of a type described above (but excluding clothing and personal effects) and having a value greater than ten dollars (\$10.00), to a work station, the following procedure must first be followed:

(66a) Discuss with the supervisor the manner in which the material or equipment is to be used.

(66b) Discuss the safety factor of the equipment.

(66c) Establish with the supervisor the value of the property prior to its use.

(66d) Determine with the supervisor the length of time the personal property is to remain in the building and assume the responsibility for its removal at a specified time.

LEAVES OF ABSENCE

SICK LEAVE— PERMANENT EMPLOYEES

(67) Employees who have completed two years of employment with the Board shall be provided an unlimited sick leave program for personal illness or disability to the extent of six months (120 duty days) per illness or disability. A long term disability insurance program to cover illnesses or disabilities exceeding six months shall be supported by the Board as provided in Appendix B of this Agreement. Only personal illness or disability as defined in paragraph 71 are covered by this sick leave policy. Employees employed after December 12, 1982 shall be eligible for said sick leave program after the completion of four years of employment with the Board.

SICK LEAVE— FIRST TWO YEARS OR FOUR YEARS OF EMPLOYMENT

(68) During the first two years or four years of employment, whichever is appropriate, employees shall earn a "sick leave" allowance of one day per month. This annual allowance shall be available at the beginning of each work year. Employees under this provision shall be credited with a service accumulation for sick leave purposes at the end of each year equal to the number of unused days in the allowance for that year. These unused sick leave days shall accumulate and may be carried over and used during the second, third or fourth years of employment.

ELIGIBILITY— SICK LEAVE

(69) All bargaining unit employees who are regularly employed shall be eligible for sick leave.

(70) Eligibility for unlimited sick leave will commence on the first duty day following completion of two years or four years of employment, whichever is appropriate.

DEFINITION OF ILLNESS OR DISABILITY

(71) For purposes of sick leave, illness or disability means the complete inability of the employee, due to sickness or injury, to perform any and every duty pertaining to her assignment with the Board. Illness includes cases where emergency medical procedures are required. Appointments for medical examinations and diagnostic testing or for other health or medical care appointments which cannot be scheduled outside the normal work day shall qualify for leave under the terms of sick leave. Illness or disability shall not exist where an employee is actively working for the Board, another employer, or in self employment. Illness or disability shall not exist where caused or contributed by intentionally self inflicted body injury or war or any act of war.

(72) An employee shall keep her immediate supervisor reasonably advised of her whereabouts while on sick leave.

BENEFITS

(73) Eligible employees on sick leave shall be paid at a daily rate determined by their base salary for regularly scheduled duty days during which they are absent from work by reason of illness or disability.

(74) If benefits continue to be payable in a succeeding school year, such benefits shall be increased on the date the employee would have begun active employment in such succeeding school year had she not become ill or disabled, such increase to be determined by the employee's contracted base salary for such ensuing school year.

(75) Sick leave benefits shall be reduced by benefits payable to the employee under the Michigan Workers' Compensation Act, for such period of illness (excepting payments under such laws specifically for hospital or medical expense, or for specific allowances for loss of members or disfigurements) and sick leave will be charged on a pro rata basis. Any lump sum settlement in redemption of liability under such laws shall result in the reduction of sick leave benefits in amounts equal to the workers' compensation benefits the employee would have been entitled to had there been no lump sum redemption, but not to exceed in total the amount of the settlement. Moreover, fringe benefits (including vacation, holidays, insurance benefits, etc) will not be extended beyond 120 duty days.

TERMINATION OF BENEFITS

(76) The Board has purchased an insurance contract providing Long Term Disability Insurance, as described in Appendix B, for all employees who have completed one year of service. Sick leave benefits shall terminate as of the date the employee exhausts coverage under Paragraph 67 or 68, or becomes eligible to receive, or would be entitled to receive upon timely pursuit of a claim therefore, monthly income benefits as provided in said long term disability insurance contract.

(77) Sick leave benefits for employees who qualify under Paragraph 67 shall terminate in any event at the expiration of 120 consecutive duty days for each unrelated illness or disability for which such benefits have been paid to the employee (unless the employee subsequently becomes re-

eligible by return to regular employment), notwithstanding the fact that such employee may be ineligible for long term disability insurance benefits for reasons beyond the control of the Board of Education. Sick leave benefits for probationary employees shall terminate upon exhaustion of an employee's accumulated sick leave allowance.

(78) Sick leave benefits shall terminate upon the occurrence of the employee's retirement date or upon any other separation of employment with the Board.

APPLICATION FOR SICK LEAVE

(79) In personal illness cases of an emergency or unanticipated nature, personal or telephone notification shall be given to the central office or to the employee's immediate supervisor as soon as possible but normally one (1) hour before the employee reports for work. However, any employee who is scheduled to begin work after 11:00 a.m., will be expected to give three (3) hours notice. Failure to meet this requirement may result in an appropriate deduction of pay unless failure to notify was beyond control of the employee. If the unanticipated illness appears that it will continue beyond the initial day, the employee shall notify her immediate supervisor by 3 p.m. of the first day of absence as to the approximate duration of her illness so that substitute arrangements can be made.

(80) In cases where necessity for sick leave can be anticipated, application for such sick leave shall be made on the prescribed form, available at any school office, and forwarded to the office of the Director of Personnel.

RETURN TO DUTY

(81) When an employee's sick leave absence is anticipated to extend beyond ten (10) duty days, the employee may be required to provide the Personnel Office with a physician's certificate, on a prescribed form, indicating the nature of such illness and the anticipated period of absence. The employee may be required to file additional certification each thirty (30) days thereafter and immediately prior to return to duty. During the period of confinement, and prior to return to duty, the Board may require an examination by its physician at Board expense. The decision of the Board physician shall be final.

(82) In the case of a retirement or leave of absence involving an emotional or mental health problem, the Board shall determine such employee's ability to return to duty. This determination may be based on an advisory opinion from a panel of three qualified physicians. In such cases, the panel of physicians shall consist of one physician selected by the employee, one selected by the Board, and a third selected by the other two appointees. The recommendations of this panel (which shall be advisory only as to the matter) shall be placed in writing, with a copy thereof being made available to the employee. The Board will assume the payment of fees for the services of all three physicians in this regard.

ABUSES OF SICK LEAVE POLICY

(83) An employee may be required at the time of her absences to furnish information and a physician's certificate concerning her absence as the Board may require. When an employee is unable to substantiate the necessity of sick leave absence by a physician's certification, where required, or where it is otherwise determined by the Board that illness or disability of an employee does not or did not exist although claimed by an employee for purposes of obtaining sick leave, absence from duties in such cases shall be deemed an unexcused absence and subject to pay deduction as well as to other disciplinary action.

GENERAL LEAVE OF ABSENCE

(84) The Board may grant an employee an unpaid leave of absence for any purpose it considers worthwhile for a period not to exceed one year subject to renewal at the discretion of the Board for an additional period not to exceed one year.

(85) In order to provide for continuity in the performance of duties the following rules shall apply in cases of pregnancy.

(85a) The employee shall inform the Board within a reasonable time after she has confirmation of her pregnancy.

(85b) The employee shall submit periodic medical reports on prescribed forms, as requested, to assure the Board of the employee's ability to perform her duties.

(85c) The employee shall be eligible for sick leave at the time she becomes disabled as certified by her physician.

(85d) Within three weeks after delivery the employee shall file with the Personnel Office a recommendation from her physician of the tentative date of return to duties. If the employee desires a leave of absence the same must be requested by the end of the third week following delivery of the child.

(85e) When the employee's physician certifies that the disability has ended the employee shall immediately return to her duties.

(85f) When the Board questions the certification of the employee's physician as to the beginning and/or ending of the period of disability (more than one month before or after delivery), it may seek an opinion concerning the same from its physician. Any examination required by the Board shall be at Board expense. The decision of the Board physician shall be final.

SHORT LEAVES

(86) Leaves of absence for less than one half of a school year are defined as Short Leaves. Such leaves may be granted under conditions prescribed by the Board and/or this Master Agreement.

(87) Short Leaves are classified as follows: Personal Leave, Personal Illness (Sick Leave), Illness or Death in Immediate Family, Court Appearance, Jury Duty, and Special.

(88) Short leave application forms as furnished by the Board are to be completed for all such leaves (except unplanned leaves for personal illness) prior to the leave. When this is not possible due to unusual circumstances the application shall be completed and processed at the earliest reasonable date.

PERSONAL LEAVE

(89) A maximum of two (2) days per school year with pay may be provided each regular employee as Personal Leave. One personal leave day not used in a work year shall be carried over and available for use in the succeeding work year. However, the total number of personal leave days available shall not exceed three in any one work year.

(90) It is agreed that personal leave days are provided for the vast number of legitimate business, professional and family obligations an employee encounters which cannot be met outside scheduled working hours and which, if not otherwise met, would result in some financial loss or personal hardship. All such personal leave days are subject to prior approval from the Department of Personnel. A short leave application must be processed before the leave occurs. Notification of intent to be absent shall be given at the earliest possible time.

(91) If the employee requests two or more consecutive personal leave days she shall on the application therefore specify the nature and purpose of the leave.

(92) It is not permissible to use personal leave for: recreational or sporting events (hunting, fishing, athletic contests of all kinds), shopping, job hunting, vacation, other employment of any kind, absences to accompany a spouse on a business convention, or vacation trip.

(93) Personal leave normally shall not be available immediately before or after holidays, breaks and vacation days. Exceptions to this rule may be granted in unusual circumstances by the Director of Personnel.

LEAVE FOR DEATH IN THE IMMEDIATE FAMILY

(94) Leave with pay for up to four (4) duty days will be allowed for death in the immediate family, beginning with the first day of absence.

(95) Immediate family shall mean: grandparents, mother, father, mother-in-law, father-in-law, brother, sister, child, daughter-in-law, son-in-law, grandchild, and spouse.

(96) Leave with pay for one day will be allowed for the death of an aunt, uncle, first cousin, niece, nephew, brother-in-law and sister-in-law.

LEAVE FOR ILLNESS IN THE IMMEDIATE FAMILY

(97) Leave with pay not to exceed two days per occurrence will be allowed upon prior approval of the Board for emergency or serious illness in the immediate family. This leave is primarily for the purpose of making arrangements for necessary medical or nursing care.

(98) Immediate family for this purpose shall mean: mother, father, child and spouse.

(99) When the absence will exceed what is considered a reasonable number of occurrences approval will not be granted.

(100) Personal leave may be used for absences for emergency or serious illness outside of the immediate family.

SPECIAL LEAVES

(101) The Superintendent may approve a request for a special short leave, with or without pay, for a period of less than one semester.

(102) Beginning with the 1991-92 school year the Board, at the request of a non-probationary employee, shall provide a special short leave of absence without pay. Such leave shall be for the number of days requested by the employee up to a maximum of ten (10) duty days. The ten (10) days may be taken at one time or may be split up and taken on two or three occasions during a seven (7) year period. However, leave may not be taken at times which will interfere with continuity of operations. The Association and Board agree that any unauthorized absence within the same seven (7) year period constitutes just cause for dismissal.

FAMILY MEDICAL LEAVE ACT (FMLA)

(102a) The Board will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family Medical Leave Act of 1993 (FMLA). All requests for such leave will be made to the Director of Personnel. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee must give as much notice as is practicable. Proper certification of the reason for the leave must be provided. An employee may be required to use all available paid leave time (i.e., sick leave, personal leave, and/or vacation leave) for all or part of the duration of the leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to her/his position held prior to the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

COURT APPEARANCE

(103) An employee shall be compensated by the Board to the extent of the difference between the employee's daily salary and the amounts she is paid for a required appearance in a court of

record as a plaintiff, defendant or witness under subpoena in a case connected with her employment while absent from work for such purposes. The same shall hold true when an employee is subpoenaed as a witness to appear in a court of record. This does not include compensation for time spent attending discovery proceedings related to such cases.

JURY DUTY

(104) A paid leave of absence shall be granted any employee who is summoned and reports for jury duty during the months she is assigned to work; provided, the Board shall only be obligated to pay an amount equal to the difference between the employee's daily salary and the amount she is paid by the court for said duty. However, the employee shall report for work on those duty days of the week when the court rules or custom dictates that no jury trials are to be conducted, or the jury panel is not required to be in attendance at court. Any employee assigned to jury duty shall promptly inform the Department of Personnel of any days she will be available for duties during said period.

GENERAL PROVISIONS

(105) Return to duty from extended leaves of absence shall be subject to the following conditions:

(105a) Satisfactory evidence of physical or mental health shall be filed with the Board as directed before the employee is returned to duty.

(105b) An employee shall be returned to her assignment at the conclusion of a period of approved leave not to exceed one-half of the employee's work year, subject to Article IX (Reduction of Staff.) The Board shall make every effort to return an employee who has been on an extended leave of absence exceeding one-half of her work year to the same or comparable job to that held before the leave, and shall extend the leave for an additional year if requested to do so by an employee who is unwilling to accept a different assignment.

(106) Absences from work, except for approved leaves, shall result in loss of 7½ times the employee's "hourly rate" of pay or 7 times the hourly rate if it occurs during summer hours, whatever is appropriate.

BUILDING FACILITIES

(107) The Association and its members may use the Board's building facilities at reasonable times and hours for meetings when such building(s) are available and operating staff are on duty. The request for building use must be made to the building administrator. The Association and its members may make use of Board's equipment and supplies at times and under procedure approved by the building principals or Superintendent of Schools. The Association agrees to reimburse the Board for damage to equipment entrusted to its use and for any materials used for its purposes. The Association may post Association notices on any bulletin board ordinarily designated for Association use.

ARTICLE VIII

WORKING CONDITIONS

WORK YEAR AND WORK DAY

- (108) Twelve (12) month employees; July 1— June 30.
- (109) Eleven (11) month employees; 238 duty days, during period from July 27 through June 30.
- (110) Ten and three-fourths ($10 \frac{3}{4}$) month employees; 233 duty days, during period from August 2 through June 30.
- (111) Ten and one-half ($10 \frac{1}{2}$) month employees; 227 duty days, during period from August 10 through June 30.
- (112) Ten (10) month employees; 216 duty days, during period from August 24 through June 30.
- (113) Nine and three-fourths ($9 \frac{3}{4}$) month employees; 211 duty days, during period from August 31 through June 30.
- (114) Nine and one-half ($9 \frac{1}{2}$) month employees; 206 duty days, during period from August 31 through June 30
- (115) Nine (9) month employees; 194 duty days, during period from August 31 through June 30.
- (116) The beginning and ending dates shall be determined by the Superintendent and will be posted by June 15th of each year. The Superintendent may, for reasonable and practical purposes, alter such dates.
- (117) Full time employees shall work a five day week consisting of 37 hours per week during the school year except during the Christmas and Easter vacation periods when such employees shall work 7 hours per day. During the school summer vacation employees shall work 35 hours per week if they are scheduled for duty during this period of time.
- (118) The starting time and length of daily working hours for each employee shall be determined by the Superintendent. The times and hours shall be posted and are subject to change upon 10 days notice except when unusual or emergency situations necessitate an earlier change. Each full time employee shall have a lunch period of one hour per working day, and two fifteen minute relief periods per day.
- (119) While there is reserved by the Board the right to schedule overtime, it is its policy to keep overtime at a minimum. However, overtime shall not be used to reduce the work force.
- (120) During the period school is in session— when employees are required to work $7\frac{1}{2}$ hours per day— an overtime employee will earn $1\frac{1}{2}$ times their hourly rate set forth in Appendix A for each hour (or portion thereof) worked in excess of eight (8) hours per day or forty (40) hours per week. All hours (or portion thereof) worked up to eight (8) hours per day or forty (40) hours per

week shall be paid at the straight time rate. Approved sick leave days, personal leave days, or holidays shall be considered as time worked when overtime is due.

(121) Employees required to work on any of the holidays listed in Paragraph 178, shall receive double their regular hourly rate for all hours worked in addition to full pay for said holidays, except as modified by Paragraph 181. Vacations will not affect overtime.

(122) Deleted

(123) The Board may hire extra help to do bargaining unit work at a rate the Board may determine at the time of hiring. Such positions shall be considered as temporary and shall not be included in the bargaining unit unless the period of work exceeds 60 duty days. If the temporary employee is still needed after 60 duty days the administrator must consult with the Association to request an extension not to typically exceed 30 additional duty days. After such period the positions will be posted. Persons hired for these posted positions shall be placed on the appropriate salary schedule and shall be subject to the provisions of the Master Agreement.

COMPENSATORY TIME

(124) Approved overtime in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at time and one-half in money or compensatory time. However, if compensatory time is granted it must be taken during the pay period worked.

(125) Approved overtime in excess of the regular work day or work week but less than eight (8) hours per day of forty (40) hours per week shall be compensated at straight time in money or compensatory time. If compensatory time is granted the following guidelines shall be observed:

(125a) Not more than forty (40) hours of compensatory time may be accumulated for any one employee.

(125b) Prior approval of the supervisor is to be obtained before the employee puts in the overtime.

(125c) A current record of extra time worked and compensatory time taken shall be kept in the building/department, all entries to be initialed by the supervisor and the employee.

(125d) Compensatory time shall be scheduled as mutually agreeable and as soon after it is accumulated as is reasonable. The intent is to award compensatory time the same week extra time is worked. Failing that, the same month, but in no event later than six (6) months after the extra work is performed.

(125e) Extra time shall be based on any hours in excess of 37 per week during the time school is in session (September— June) and in excess of 35 per week when school is recessed for the summer.

(125f) All supervisors are to give a summary report to the Department of Personnel December 31 and June 30 annually, detailing any accumulated extra time which has not been repaid via compensatory time or by payment of overtime pay.

(125g) When an employee works outside of her regular work year, such time shall be compensated as either wages to be paid at the employees regular rate of pay or, if offered by the employer, compensatory time.

EVALUATION OF WORK OF EMPLOYEES

(126) The work of a new employee shall be evaluated in writing by her immediate supervisor to the Director of Personnel near the end of any probationary period of employment and at the discretion of the Director of Personnel, annually, but no less than once every three years thereafter. An employee shall have the opportunity to discuss her evaluation with her supervisor, a reasonable length of time to prepare a supplementary statement for inclusion in her own files if she wishes, and a copy of the evaluation for her own files. Employees shall have access to their personnel files. The content of evaluations shall not be subject to the grievance procedure but shall be subject to the provisions set forth in paragraph 64.

(127) The Board agrees to consult with the Association concerning the content of the forms to be used in the evaluation process.

PROBATIONARY PERIOD

(128) Probationary employees shall be on probation for the first six months of employment during their work year. If the probationary period is not completed by the end of the current year the time remaining for its completion shall be served during the next year.

(129) Probationary employees shall not be eligible for any benefits during the first sixty (60) days of employment. Upon successfully completing this trial period such employees will become eligible for benefits provided they meet the conditions and requirements for the same.

(130) There will be no seniority among probationary employees. Upon satisfactory completion of the probationary period the employee's seniority will be computed from the first day of employment.

(131) The Association shall represent probationary employees for the purpose of collective bargaining, and administering the Agreement. However, during the probationary period the Board shall have sole discretion in matters of discharge and discipline of such employees which action shall not be subject to review through the grievance procedures except as provided in Paragraph 136.

(132) Probationary employees are not eligible to apply for a transfer or a promotion to another position in the bargaining unit.

DISCIPLINARY ACTION—GENERAL

(133) No employee who has completed probation shall be disciplined without reasonable and just cause.

DISCIPLINARY ACTION

(134) The three levels of disciplinary action, listed in ascending order of severity normally shall be implemented by the Board in the event such action becomes necessary:

(134a) Written reprimand.

(134b) Suspension without pay.

(134c) Discharge.

(134d) Also, loss of pay (dockings) may be imposed for unauthorized absences.

DISCHARGE OR DEMOTION

(135) The Board of Education shall consider the following acts as examples of, but not limited to, the type of conduct which may constitute just and reasonable cause for discharge or suspension without pay of an employee. In appropriate cases, the following acts may in lieu of an immediate discharge or demotion, result in a written reprimand to the employee:

(135a) Insubordination, which is defined as a willful disobedience of an order or instruction of a designated superior acting within the realm of his responsibility and authority subject only to the situation where compliance with the order or instruction would clearly endanger the health or safety of the employee involved. The Board of Education may consider an unauthorized absence by an employee from her duties as insubordination.

(135b) Repetition of conduct which was the basis of a previous written warning to the employee during the same school year or of two prior written warnings (for the same or similar offense) given the employee any time during a two (2) year period of employment by The Grosse Pointe Public School System.

(135c) An intentional false material statement or representation made in her employment application, if discovered in the first three years of employment.

(135d) Intentional destruction, or theft of property of the Board of Education, or of fellow employees of the Board, or of a student.

(135e) Any misconduct, endangering or threatening to endanger, the person or reputation of any other employee or any student.

(135f) Reporting to work in an intoxicated condition and/or the use or consumption of alcohol during assigned working hours.

(135g) Any behavior on the job which is illegal either under federal or state laws or statutes.

(135h) Conviction of, or pleading guilty or no contest, to a felony charge in any criminal court of record.

DISCHARGE OF PROBATIONARY EMPLOYEES

(136) The Board may, at its discretion, discharge an employee at any time during her six month probationary period. If such probationary employee has successfully completed her sixty day trial period she may appeal such discharge through the grievance procedure up to Level Three. However, the decision of the Director of Personnel shall be final.

DISCIPLINE— MISCELLANEOUS

(137) No grievance complaining of the validity or reasonableness of any disciplinary rules adopted by the Board shall be recognized until action is taken by the Board under such a rule.

(138) No employee shall be given a written or oral reprimand or notice of any type of discipline by an administrator in the presence of any other person except an Association representative and/or another administrator there at the request of the employee and/or the administrator.

TERMINATION OF EMPLOYMENT

(139) The employee or the Board shall be required to provide the other two weeks notice (10 working days) whenever the termination of employment is to occur, except during the initial 60 day trial period, when a one day notice is all that is required. Failure of the employee to give such notice shall result in a forfeiture of all accrued vacation pay owing the employee. Failure of the Board to give such notice shall cause the Board to be liable for pay to the employee beginning on the date, if any, such notice is actually given, to a maximum of ten (10) days pay.

SMOKING POLICY

(140) Deleted

ARTICLE IX

REDUCTION OF STAFF

(141) The Association acknowledges that among the rights reserved to the Board under Article III hereof, is authority to reduce the clerical staff in the School District and in any of its schools, particularly when such action is necessitated by reason of an insufficiency of operational tax revenues available to the Board, by reduced enrollments, or by the closing of a school building(s).

(142) The Board shall consult with the Association, prior to finalizing any plan resulting in the reduction of clerical staff, concerning the necessity for such action. Procedures for identification of employees whose employment will be affected by such action will be discussed with the Association

before any action is taken. A determination by the Board to reduce the clerical staff shall not be subject to appeal through the grievance procedure.

(143) When a reduction of staff due to lowered enrollments, insufficiency of operating revenues, and/or modification of work loads in a building or department is mandated, the Association agrees that after consultation with the Board, the reduction may be accomplished either via the lay off of employees or via the shortening of the work year of one or more employees in a building and/or department to achieve the necessary budget economies. The Board pledges to make every reasonable effort to obtain the necessary financial support to prevent such reductions in staff and/or curtailments of work years as well as to make appropriate adjustments to work loads if the work force is reduced.

DEFINITION OF SENIORITY

(144) Seniority shall be earned during employment in any of the salary classifications set forth in Appendix A hereto in The Grosse Pointe Public School System. Subject to the following conditions:

(144a) A full year of employment shall count the same as any other full year of employment even though the number of duty days may be different.

(144b) An assignment which begins any time after the first day of any school year (July 1) shall count as a fractional year of service, rounded to the nearest whole month.

(144c) All bargaining unit members shall receive full seniority credit for all years of service in assignments in the bargaining unit.

(144d) An employee's beginning seniority date shall be her original date of hire if she successfully completes her probationary period within the bargaining unit.

LOSS OF SENIORITY

(145) All seniority is lost when:

(145a) There is a voluntary severance of employment, in writing, by the employee, or

(145b) The employee is discharged for just and reasonable cause, or

(145c) The employee is laid off for a period of one year or the length of her seniority, whichever is the greater period, or

(145d) An employee who has been laid off in a reduction of staff, refuses an offer in writing from the Board for a position for which she is qualified and is at least equal in time worked per day to her former position, or refuses to respond in writing within fifteen (15) days of mailing of a written offer from the Board of a position for which she is qualified and is at least equal in time worked per day to her former position.

(146) A written seniority list shall be prepared annually by February 1st. Such list shall be posted in all buildings of the School District and a copy provided to the Association. This list will include those members currently on lay-off.

NOTICE OF REDUCTION OF STAFF

(147) Whenever possible, a written notice of discontinuance of service because of a necessary reduction of staff shall be given to each employee affected thereby not later than June 1st of each school year, if such discontinuance is to become effective as of the end of that school year. Where services of an employee are discontinued at a time other than the end of the school year, the Board will provide any employee whose services are to be discontinued ten days notice, whenever possible.

PROCESS OF STAFF REDUCTION

(148) General principles to be observed by the Board in effecting a reduction of staff will be as follows:

(148a) For the purposes of this article, there shall be five (5) seniority classifications, identical to those described in Appendix A hereto (Classifications A—E).

(148b) Vacancies developing in the normal course of events shall not be filled by newly hired employees, if there are currently in the employ of the Board individuals who are qualified to perform the available work and whose jobs have been identified as subject to elimination.

(148c) Probationary employees working in the classification where positions will be eliminated shall be laid off prior to the layoff of any seniority employee in the classification, provided there are qualified employees available to perform the work of the probationary employee.

(148d) An employee, whose position is to be eliminated or whose work year and/or work day is to be shortened or who will be displaced by another employee in a reduction of staff, shall have a single right to exercise seniority in her own or lower rated classification against the lowest seniority employee therein to retain a position comparable in length of day to that held at the time of reduction.

(148e) Notwithstanding the foregoing, the exercise of seniority in a reduction of staff by any employee shall at all times be subject to the employee possessing the necessary skills, knowledge of the job and experience required to satisfactorily perform the available work.

RECALL

(149) Any employee who has completed probation and whose service within the school district has been terminated because of a necessary reduction in staff, upon application, shall be appointed to the first vacancy within the classification where she was working as of the date she was laid off, or in another lower rated classification in which she is qualified, based upon her relative seniority in the school system. No laid off employee shall be entitled to be recalled to a vacancy in a

higher classification than that she was assigned at the time of her layoff unless (1) there are no other qualified employees with greater seniority available to fill that position and (2) she is qualified for such higher position.

ARTICLE X

SALARY SCHEDULE AND OTHER BENEFITS

SALARY SCHEDULES

(150) The salary schedule of employees covered by this Agreement and conditions governing such schedule, are set forth in Appendix A to this Agreement, which is attached hereto and made a part hereof.

IMPLEMENTATION OF SALARY AND FRINGE BENEFIT POLICIES

(151) If the Board determines that there has been or will be a significant reduction in the duties of a clerical staff member as a result of change in the organization of a department or office, or a change in the role or the title of the administrator of a department or office or in the function of a department or office, there shall be no downward change in classification or change in salary status of a clerical staff member for at least 120 duty days or until the end of the employee's work year, whichever is longest. If the Board determines that there are no significant reductions in duties of the clerical staff member, the classification shall remain the same.

(151a) During this period (120 duty days or ending of work year) the employee may opt to take the first opening available of equal classification provided she is considered by the Board to have skills and ability to perform the job. In such a situation posting is not necessary.

(151b) This section shall not, in any way, supersede the provisions of Article IX, Reduction of Staff.

ANNUAL INCREASE IN COMPENSATION

(152) All employees who have not reached the maximum salary step of their classification shall be entitled to advance to the next step in their classification at the beginning of each work year, except as provided in Paragraph 153.

(153) Employees who have worked at least one-half of their work year will be entitled to advance to the next higher step on the salary schedule at the beginning of the work year.

PROMOTION TO ANOTHER CLASSIFICATION

(154) An employee who is upgraded to a higher classification will remain on the same step she was on in her former classification. (Example: Classification A, Step 5 to Classification B, Step 5). The foregoing shall not apply to employees demoted for just and reasonable cause. The Board may make individual adjustments over the above guarantee as to the salary step of any employee transferred to another classification.

TEMPORARY ASSIGNMENTS

(155) Any regular employee who is required to assume temporarily the duties of another employee in a higher paid classification shall be paid at the rate of her regular classification for the first five (5) continuous working days. If she is required to continue in such temporary position for more than five (5) continuous working days:

(155a) She shall be entitled to be paid at the rate of the first step of the higher classification or at the rate of ten (10) cents per hour for each classification increase, whichever is greater, while in such position; and

(155b) The additional pay of the higher classification shall be retroactive to the first day of assuming such additional duties.

(155c) This provision shall be retroactive to July 1, 1982 and shall apply to any employee who was required to assume a temporary assignment in a higher classification on or after that date.

SHIFT DIFFERENTIAL

(156) Employees who conclude a regular workday later than 6:00 p.m. exclusive of overtime work, if any, shall receive a shift differential of .20 (¢) per hour for all hours worked on such day.

CREDIT HOURS

(157) Employees who have taken job related courses since July 1, 1988 will be paid additional compensation in accordance with the schedule set forth below. The courses must have been taken outside of working hours. The determination of whether a course is job related will be made by the Director of Personnel. The differential will be included in the overtime rate.

<u>Credit Hours</u>	<u>Hourly Differential</u>
100	.21
200	.27
300	.32
400	.37

ELIGIBILITY FOR FRINGE BENEFITS

(158) Full time salaried employees (those employees who work full time for nine or more months per year) are eligible for all of the fringe benefits provided by the Board, provided the employee meets the conditions set forth in Paragraphs 160-162 (long service increments), 67-68 (sick leave), 178-183 (paid holidays), 166-177 (vacations) and Appendix B (insurance benefits).

(159) All bargaining unit employees who are regularly employed shall be eligible for long service increments, sick leave, paid holidays and vacations on a prorated basis (the proportion that their regularly scheduled hours of work per week bears to thirty-seven (37) hours) provided they meet the conditions and requirements for such benefits. They shall also be eligible for insurance benefits. However, the Board's contribution to the premium cost of such benefits shall be limited to that percentage of the premium cost which is equivalent to the percentage of full time service rendered by the employee. The balance of the premium cost shall be paid by the part time employee, if she elects to be covered, under a payroll deduction plan established by the Board.

LONG SERVICE INCREMENTS

(160) An employee shall qualify for long service increments by serving ten (10) years with the Board as a salaried (full or part time) employee. Long service increments for such eligible employees shall be determined as follows:

		7/96	1/97	7/97	1/98	7/98	1/99	7/99	1/00
(160a)	After 10th anniversary date	33.35	33.68	34.02	34.36	34.70	35.05	35.58	36.11
(160b)	After 15th anniversary date	50.81	51.32	51.83	52.35	52.87	53.40	54.20	55.01
(160c)	After 20th anniversary date	67.23	67.90	68.58	69.27	69.96	70.66	71.72	72.80

(161) All bargaining unit employees who are regularly employed shall be entitled to a long service increment on completion of the above service requirements on a pro-rated basis. The long service increment shall bear the same relationship to a full increment as the part time assignment bears to a full assignment. Such part time salaried employment must be consecutive and continuous to be counted for longevity purposes.

(162) Long service increments shall be payable beginning with the first paycheck due the employee after the employee's 10th, 15th, or 20th anniversary date (assuming full seniority has been accrued). The employee shall be responsible for giving the Personnel Department thirty (30) days written notice of the impending anniversary date. Retroactive payment to the anniversary date will not be made to an employee failing to notify in a timely manner. Appointment letters must indicate long service amounts separately from monthly salaries.

REQUIRED TUBERCULOSIS EXAMINATION

(163) A certification of freedom from tuberculosis based on a chest x-ray or tuberculin skin test shall be filed with the District as required by law.

PAY PERIOD

(164) Employees will receive their paychecks in 21, 23, or 26 installments depending upon the length of their work year. Employees on 21 or 23 pays shall have the option of receiving their paychecks in 26 installments.

(164a) The Board agrees, upon written authorization of the employee, to make available the opportunity for direct deposit of employee's paychecks to the bank(s) and account(s) of their choice. Procedures for this process will be established by the Business Office and be implemented within 60 days of the ratification of this document.

INSURANCE BENEFITS

(165) The Board will provide the income protection and insurance benefits for eligible employees covered by the Master Agreement set forth in Appendix B.

VACATIONS

(166) Employees who are actively employed by the Board during the school years covered by this agreement shall be entitled to vacations on the following basis:

(166a) 1st year— $\frac{1}{2}$ day for each month worked for 12 month employees (may not be used until after completion of probationary period.)

(166b) 2nd year— $\frac{3}{4}$ day for each month worked for 12 month employees.

(166c)	12 months	11 months	10½ months	9½-10 months	9 months
3-5 years	10 days	9 days	8½ days	8 days	7 days
6-12 years	15 days	14 days	13 days	12 days	11 days
13 or over	20 days	18 days	17 days	16 days	15 days

(167) No employee hired on or after July 1, 1977, for less than 12 months work will receive a vacation allowance. However, this prohibition will not apply to employees hired prior to July 1, 1977. They will receive vacation in accordance with the above schedule. When an employee who is not eligible for a vacation allowance moves to a 12 month position her vacation allowance will be calculated from her original date of hire.

(168) Vacation time earned during the current fiscal year (July 1— June 30) must be taken no later than December 31st of the next fiscal year. No employee will earn vacation time while on (paid or unpaid) sick leave which exceeds twenty (20) consecutive duty days.

(169) Twelve (12) month employees working regularly on a part time basis of half time or more shall be granted vacation allowance in accordance with the above schedule, but on a prorated basis. The proration shall be the fraction that their regularly scheduled hours of work per week bears to 37 hours.

(170) Except with special advance permission from the Board, no vacation pay will be given unless the vacation is taken.

(171) Vacations are to be taken at such times as mutually agreed upon by the employee's immediate supervisor and the employee, and as approved by the Director of Personnel.

(172) It is required that vacations for eligible employees who work less than twelve months must be taken during the winter and spring recesses. Any excess time may be taken at times which will not interfere with the continuity of operations and which is mutually agreed upon.

(173) Upon resignation or other termination of service, employees shall receive a prorated portion of the vacation pay to which they are entitled for the year in which resignation or termination of service occurs.

(174) Prior service with the Board which is interrupted by a period of more than twelve (12) consecutive months where employment with the Board was ceased, shall not be considered in compiling eligibility for vacations.

(175) Employees who are not eligible for any vacation allowance may request time off without pay during the Christmas and Easter recesses when schools are closed. Such request will be granted upon the approval of the immediate supervisor and the Director of Personnel.

(176) Employees who work less than 10.5 months and are not eligible for vacation allowance under paragraph 167 and are on Step 4 or higher of the current wage schedule will be granted three (3) days off with pay during the winter or spring recess. Employees who work less than twelve (12) months but 10.5 months or more and are not eligible for vacation allowance under paragraph 167 and are on Step 4 or higher will be granted five (5) days off with pay during the winter or spring recess. Employees in the Community Education Department who wish to use such days during the winter recess may do so with the approval of the immediate supervisor.

(177) Employees who are absent two days or less for the reason of personal illness and/or illness in the immediate family during the 1996-97 work year will be granted one additional vacation day to be taken during the 1997-98 work year. Employees who are absent two days or less for the reason of personal illness and/or illness in the immediate family during the 1997-98 work year will be granted one additional vacation day to be taken during the 1998-99 work year. The provisions of this paragraph apply to all employees within the bargaining unit including those who are not eligible for a vacation allowance. Employees who are absent two days or less for the reason of personal illness and/or illness in the immediate family during the 1998-99 work year will be granted one additional vacation day to be taken during the 1999-2000 work year. Employees who are absent two days or less for the reason of personal illness and/or illness in the immediate family during the 1999-2000 work year will be granted one additional vacation day to be taken during the 2000-2001 work year.

HOLIDAYS

(178) The following days each year are recognized as paid holidays for those employees in whose work year they fall:

Holiday	1996-97	1997-98	1998-99	1999-2000
Fourth of July	July 4	July 4	July 4	July 4
Labor Day	September 2	September 1	September 7	September 6
Thanksgiving	Nov. 28 and 29	Nov. 27 and 28	Nov. 26 and 27	Nov. 25 and 26
Christmas	Dec. 24 and 25	Dec. 24, 25 and 26	Dec. 24 and 25	Dec. 23 and 24
New Year	Dec. 31 and Jan. 1	Dec. 31, Jan. 1 and 2	Dec. 31 and Jan. 1	Dec. 30 and 31
Mid-Winter Break*	February 21*	February 16*	February 15*	February 21*
Good Friday	March 28	April 10	April 2	April 21
Monday after Easter*	March 31*	April 13*	April 5*	April 24*
Memorial Day	May 26	May 25	May 31	May 29

* According to paragraphs 178a and 182.

(178a) Beginning with the 1997/98 school year if the G.P.E.A. calendar does not provide a date for a mid winter break the members of the Association of Educational Office Personnel will receive the Monday after Easter in lieu of that as a paid holiday.

(179) If Christmas Day or New Year's Day occur on a Thursday, the Friday of that same week is to be considered a holiday with pay.

(180) Eligibility of regular part time salaried employees for holiday pay shall be contingent upon whether or not the holiday falls on a scheduled work day.

(181) It is understood that if school is in session on any day when a holiday is to be observed, the Board will arrange for such holiday to be observed on another day.

(182) The Board, at its discretion, may determine that the Mid-Winter Vacation Day, rather than the Monday after Easter, is to be recognized as a paid holiday, provided it gives notice of such determination by January 1st.

(183) Employees who are required to work on a snow day when the school system is closed will be granted equal compensatory time at a later date.

(184) When a scheduled payday falls within a holiday break, paychecks will be in the building on the last teaching day preceding the holiday break. Paycheck adjustments for such an early distribution shall be delayed to the following pay period.

ARTICLE XI

STRIKE PROHIBITION

(185) The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan, by public employees are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage or support any strike against the Board by any employee or group of employees.

ARTICLE XII

MISCELLANEOUS

(186) This Agreement shall supersede any rules, or practices of the Board which shall be contrary or inconsistent with its terms.

(187) If any article or section of this Agreement shall at any time be held contrary to law by a court or tribunal of competent jurisdiction from whose final judgment for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect, and upon written request by either party, within ten (10) days of the action, the parties agree to confer in an attempt to reach a mutually satisfactory replacement, if necessary.

(188) In 1977 the State Legislature shifted the 5% retirement contribution paid by employees to the Board. In the event the Legislature shifts the 5% retirement contribution, or any part thereof, back to employees, the Board will, upon the effective date of such shift, increase the salaries of employees by the same percent of the retirement contribution that is shifted back to the employees, but not to exceed the 5% which was shifted to the Board in 1977.

(189) Program Advisory Committees (PAC's) are established to facilitate the site based budgeting process. Participation on such committees is voluntary. If the employee participates on a PAC, he/she will receive credit hours for the time spent during non-duty hours.

(190) Except where clearly intended to refer solely to the members of the Board of Education of The Grosse Pointe Public School System, the word "Board" as used herein, may have reference either to said Board of Education or to the Administrative Staff of the School District.

ARTICLE XIII

DURATION OF AGREEMENT

(191) This Agreement and all of its provisions (subject to any provisions hereof which are expressly stated to become effective at a later date) shall be effective July 1, 1996. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:

(191a) Ratified by a majority of the Association present and voting at a meeting duly called for such purpose and provided that at least one-half (½) of the membership of the Association is present.

(191b) Approved by the Board of Education of The Grosse Pointe Public School System by resolution duly adopted.

(192) This Agreement shall continue in full force and effect to and including June 30, 2000, and thereafter for successive one (1) year periods, unless notice of termination is given in writing by either party to the other, not less than three (3) months nor more than six (6) months prior to June 30, 2000 or successive anniversaries of such date; and upon giving of such notice, this Agreement shall terminate as of June 30, 2000, or a successive anniversary of such date, as the case may be.

(193) Deleted

(194) Neither party shall demand any modifications of this Agreement; nor shall either of them be obligated to bargain collectively with the other with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered herein, even though the same may not have been within the knowledge or contemplation of either party at the time of negotiation of this Agreement, unless the right to request subsequent negotiations as to a specific matter is expressly provided herein.

(195) Any notices required hereunder shall be sufficient if mailed:

To the Board: C/O Director of Personnel
The Grosse Pointe Public School System
389 St. Clair Avenue
Grosse Pointe, Michigan 48230

To the Association: The then elected President of the
Grosse Pointe Association of Educational
Office Personnel
at her residence

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

Board of Education
The Grosse Pointe Public School System
Wayne County, Michigan

Grosse Pointe Association of Educational
Office Personnel

By Timothy H. Howlett
Timothy H. Howlett, President

By Peggy Reichhold
Peggy Reichhold, President

Jack Ryan
Jack Ryan, Secretary

Thomas F. Whall
Thomas F. Whall, MEA

APPENDIX A
OFFICE PERSONNEL SALARY SCHEDULE

	STEP	1996-1997		1997-1998		1998-1999		1999-2000	
		July- Dec.	Jan.- June	July- Dec.	Jan.- June	July- Dec.	Jan.- June	July- Dec.	Jan.- June
CLASS A	1	8.19	8.27	8.36	8.44	8.52	8.61	8.74	8.87
	2	8.81	8.90	8.98	9.07	9.16	9.25	9.39	9.53
	3	9.42	9.52	9.61	9.71	9.81	9.91	10.06	10.21
	4	10.05	10.15	10.25	10.35	10.45	10.55	10.71	10.87
	5	10.65	10.75	10.86	10.97	11.08	11.19	11.36	11.53
	6	11.22	11.33	11.45	11.56	11.68	11.80	11.98	12.16
	7	11.83	11.95	12.06	12.18	12.30	12.42	12.61	12.80
	8	12.40	12.53	12.65	12.78	12.91	13.04	13.24	13.44
	9	13.01	13.14	13.27	13.40	13.53	13.67	13.88	14.09
	10	13.60	13.74	13.88	14.02	14.16	14.30	14.51	14.73
CLASS B	1	8.98	9.07	9.16	9.25	9.34	9.43	9.57	9.71
	2	9.61	9.70	9.80	9.90	10.00	10.10	10.25	10.40
	3	10.22	10.32	10.43	10.53	10.64	10.75	10.91	11.07
	4	10.84	10.95	11.06	11.17	11.28	11.39	11.56	11.73
	5	11.44	11.56	11.67	11.79	11.91	12.03	12.21	12.39
	6	12.07	12.19	12.31	12.43	12.55	12.68	12.87	13.06
	7	12.66	12.78	12.91	13.04	13.17	13.30	13.50	13.70
	8	13.29	13.42	13.56	13.70	13.84	13.98	14.19	14.40
	9	13.90	14.04	14.18	14.32	14.46	14.60	14.82	15.04
	10	14.51	14.66	14.81	14.96	15.11	15.26	15.49	15.72
CLASS C	1	9.93	10.03	10.13	10.23	10.33	10.43	10.59	10.75
	2	10.55	10.66	10.77	10.88	10.99	11.10	11.27	11.44
	3	11.17	11.28	11.40	11.51	11.63	11.75	11.93	12.11
	4	11.79	11.90	12.02	12.14	12.26	12.38	12.57	12.76
	5	12.45	12.58	12.70	12.83	12.96	13.09	13.29	13.49
	6	13.05	13.18	13.31	13.44	13.57	13.71	13.92	14.13
	7	13.69	13.82	13.96	14.10	14.24	14.38	14.60	14.82
	8	14.34	14.49	14.63	14.78	14.93	15.08	15.31	15.54
	9	14.95	15.10	15.25	15.40	15.55	15.71	15.95	16.19
	10	15.63	15.79	15.95	16.11	16.27	16.43	16.68	16.93
CLASS D	1	10.44	10.55	10.65	10.76	10.87	10.98	11.14	11.31
	2	11.06	11.17	11.28	11.39	11.50	11.62	11.79	11.97
	3	11.69	11.80	11.92	12.04	12.16	12.28	12.46	12.65
	4	12.30	12.42	12.55	12.68	12.81	12.94	13.13	13.33
	5	12.97	13.10	13.23	13.36	13.49	13.62	13.82	14.03
	6	13.61	13.75	13.89	14.03	14.17	14.31	14.52	14.74
	7	14.27	14.41	14.56	14.71	14.86	15.01	15.24	15.47
	8	14.93	15.08	15.23	15.38	15.53	15.69	15.93	16.17
	9	15.59	15.75	15.91	16.07	16.23	16.39	16.64	16.89
	10	16.23	16.39	16.56	16.73	16.90	17.07	17.33	17.59
CLASS E	1	10.99	11.10	11.21	11.32	11.43	11.54	11.71	11.89
	2	11.62	11.73	11.85	11.97	12.09	12.21	12.39	12.58
	3	12.23	12.35	12.48	12.60	12.73	12.86	13.05	13.25
	4	12.85	12.98	13.11	13.24	13.37	13.50	13.70	13.91
	5	13.50	13.64	13.78	13.92	14.06	14.20	14.41	14.63
	6	14.17	14.31	14.46	14.60	14.75	14.90	15.12	15.35
	7	14.85	15.00	15.15	15.30	15.45	15.60	15.83	16.07
	8	15.48	15.64	15.79	15.95	16.11	16.27	16.51	16.76
	9	16.13	16.29	16.45	16.61	16.78	16.95	17.20	17.46
	10	16.85	17.02	17.19	17.36	17.53	17.71	17.98	18.25

OFFICE PERSONNEL CLASSIFICATIONS

CLASSIFICATION A

Attendance Clerk, H.S.
 General Office Clerk, Elem.
 General Office Clerk, ITV
 General Office Clerk, H.S. Counseling Cntr
 General Office Clerk, M.S.
 General Office Clerk, Personnel
 Receptionist, H.S.
 Student Message,
 Counseling Center Clerk, H.S.

CLASSIFICATION B

Account Clerk
 Accounts Payable Clerk
 Attendance Clerk, M.S.
 Enrollment Clerk, H.S.
 Film/Library Clerk/IMC
 Financial Clerk, Community Education
 Financial Clerk, H.S.
 Fringe Benefits Clerk
 General Office Clerk, Community Education
 Key Computer Operator, H.S.
 Library/AV Clerk, H.S.
 Library Clerk, H.S.
 Secretary to Cafeteria Supervisor
 Secretary to Curriculum and Instruction
 Secretary to M.S. Assistant Principal
 Staff Development Secretary
 Substitute Teacher Coordinator

CLASSIFICATION C

Accounting Clerk
 Data Entry/Computer Operator
 Payroll Clerk
 Sec. to Curriculum and Evaluation
 Secretary to H.S. Asst. Principal
 Secretary to Instructional Services
 Secretary to Personnel Supervisor
 Secretary to Support Services
 Student Records Clerk, H.S.

CLASSIFICATION D

Computer Operator/Programmer
 Finance Assistant
 Payroll Clerk
 Sec. to Asst. Supt. for Business Affairs
 Sec. to Asst. Supt. for Support Services
 Sec. to Curriculum and Evaluation
 Sec. to Director of Curriculum and Instruction
 Sec. to Director of Special Education
 Secretary to Elementary Principals
 Secretary to Middle School Principals

CLASSIFICATION E

Secretary to Deputy Superintendent
 Secretary to High School Principal

APPENDIX B

INSURANCE BENEFITS

LONG TERM DISABILITY

(196) The Board will provide such insurance to eligible employees which will have the following requirements and benefits:

(196a) 120 day waiting period (duty days)

(196b) Payment of 60% of base monthly earnings to a maximum of \$1,750.00 per month to age 65.

(196c) All benefits, conditions and requirements shall be as set forth in the policy of insurance and as interpreted by the carrier.

GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

(197) The Board will provide such insurance as follows:

(197a) \$25,000 for eligible employees.

(197b) All benefits, conditions and requirements shall be as set forth in the policy of insurance and as interpreted by the carrier.

HOSPITAL AND MEDICAL INSURANCE

(198) The Board will provide all eligible employees with hospital and medical insurance. Such insurance will be comparable to Blue Cross/Blue Shield MVF-2 with Master Medical Coverage (Option 2) and a deductible prescription drug rider and the VST, RPS and FAE-RC riders. The Board shall have the right to determine the provider of said insurance and agrees that the same will be a recognized and reliable one. Effective December 1, 1988, the Mandatory Second Opinion and Hospital Pre-Admission Review Riders will be added to the above coverage. Moreover, on or after September 1, 1988, the Board will offer one or more Health Maintenance Organization (HMO) plans to employees with or without an incentive as determined by the Board. Hospital and medical insurance for employees who begin work on or after the effective date of this Agreement shall be as set forth in Letter of Understanding No. 1 found at the end of this Agreement.

(198a) The following insurance changes will be implemented within a reasonable time after the ratification of the 1996-2000 contract:

(198b) Each employee will certify that that she/he and dependents will not be insured concurrently by another carrier (no double coverage).

(198c) Effective July 1, 1997, the MVF 2 drug rider will increase to a BC/BS \$4.00 PPO deductible benefit. In addition, the optional riders for routine mammography, cervical, and PSA exams (when available from Blue Cross) will become effective July 1, 1997. (These riders are added to the Letter of Understanding 1 of this contract.

CASH OPTIONS

(198d) Employees who are eligible but do not elect to enroll for a two person or family coverage under the current hospitalization plan are eligible to receive a cash option in lieu of coverage in the amount of \$104.76 per pay for 21 pays which shall be paid by the Board during the months of September to June. The amount of the cash option may be applied by the employee to a tax sheltered annuity (TSA). Employees working half-time but less than full time will receive a prorated stipend.

(198e) After the employee becomes eligible for the BC/BS MVF 2 plan, the District will offer the following incentives to switch health care coverage from MVF 2 (see Letter of Understanding 1): The employee and the District will each receive 50% of the difference in savings from the plan costs of MFV 2 and one of the following optional insurance plans: BC/BS PPO, Health Alliance Plan HMO, or the BC/BS CMA 100 plan.

(198f) Employees who are eligible but do not elect to enroll for one person coverage under the current hospitalization plan are eligible for a cash option in lieu of coverage in the amount of \$23.00 per pay for 21 pays which shall be paid by the Board during the months of September to June. The amount of the cash option may be applied by the employee to a tax sheltered annuity (TSA).

(198g) An employee may change from the cash option in lieu of coverage to the hospitalization plan during open enrollment periods or by reason of a change in marital status, death of a spouse, or a loss of health insurance coverage by the spouse carrying such insurance. The changes will be made in accordance with the rules of the provider.

SECTION 125 OF IRS CODE

(199) Notwithstanding any other provision of the contract to the contrary, the Grosse Pointe Public School System shall provide a cash option in lieu of health insurance. The cash amount shall be as provided in Appendix D, Paragraphs 439 and 440. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Said plan document shall be approved by the Association.

(199a) The amount of the cash option may be applied by the bargaining member to a tax-sheltered annuity. To elect a tax-sheltered annuity, the bargaining unit member shall enter into a salary reduction agreement.

(199b) The program will become effective upon ratification of the contract. Benefits currently being provided to bargaining unit members shall continue as is until the newly negotiated benefits program is in effect.

(199c) All cost relating to the implementation and administration of benefits under this program shall be borne by the Grosse Pointe Public School System.

(199d) Selection of carriers for the TSA program will be limited to those companies currently authorized to sell annuities in the district.

(199e) The Board will establish procedures for the implementation of this provision (199).

DENTAL INSURANCE

(200) The Board will provide to eligible employees dental insurance equivalent to the Delta Dental Insurance Plan E (80-80-80)—full family. All benefits, conditions, and requirements shall be as set forth in the policy of insurance and as interpreted by the carrier.

OPTICAL INSURANCE

(201) The Board will provide to eligible employees optical insurance equivalent to MESSA Optical Insurance Plan 2—full family. All benefits, conditions, and requirements shall be as set forth in the policy of insurance and as interpreted by the carrier.

GENERAL PROVISIONS

HMO OPTION

(202) New employees will have the option of electing a PPO or HMO coverage. If they elect the PPO it will begin after 60 days of employment in accordance with paragraph 129. If they elect an HMO it will begin no later than the first day of the month after the employee begins work. However, employees who elect this option (HMO) will be required to stay in the plan for a minimum of one year at which time they can switch to the PPO, provided it is during an open period. The open period for the PPO is September, October, and November.

(203) The Board, by payment of the premium payments required to provide the coverages set forth in this Appendix B shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation under this Appendix B.

HEALTH INSURANCE COST CONTROLS

(204) The Association agrees to explore and discuss with the Administration methods for possible cost controls when, in any one insurance year, health insurance premiums increase greater than five percent (5%).

(204a) In addition, the Association agrees to endorse a voluntary wellness and health awareness program. Possible wellness programs could include, but not be limited to, stress reduction, weight loss and control, smoking cessation, cholesterol improvements, CPR, flu prevention, hand hygiene, etc.

LETTER OF UNDERSTANDING NO. 1

(RE: HEALTH BENEFITS FOR OFFICE EMPLOYEES WHOSE EMPLOYMENT IS
EFFECTIVE ON OR AFTER OCTOBER 14, 1991)

Employees whose employment is effective on or after October 14, 1991 will have the option of selecting a Preferred Provider Organization (PPO) or Health Maintenance Organization (HMO) for their health and medical insurance. These employees may waive such hospital insurance and elect the Board paid cash option in lieu of coverage outlined in the health insurance section of this Agreement. After they have been actively employed by the school system for a period of three (3) years these employees may elect to become covered under the hospital and medical insurance plan set forth in paragraph 198 in accordance with the rules of the provider.


PPO coverage will include the following benefits:

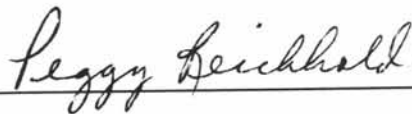
COMP	Comprehensive hospitalization
SEMI	Semi private room
D45NM	45 Days of Nervous and Mental Disorders— In Patient
DC	Family Continuation Rider
SAT2	Substance Abuse
SOTPE	Organ Transplant
GLE1	General Exclusions
TRUST 15	PPO Hospital— Medical Surgery
MVF1	Medical— Surgical
PPNVI	Pre and Post Natal
FAERC	First Aid Emergency
VST	Voluntary Sterilization
ML	Blood Laboratory Rider
RPS	Routine Pap Smear
PLUS 15	PPO— Laboratory
PRESCRIPTION DRUG	\$5.00 Co-Pay
MASTER MEDICAL	\$100/200 Deductible, 80/20 Co-Pay
	Routine Mammography
	Cervical Exams
	Routine PSA (When PSA rider becomes available)

This letter of understanding will expire on June 30, 2000.

The Grosse Pointe Public School System

Grosse Pointe Association of Educational
Office Personnel

by  _____

by  _____

Date _____

Date _____

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