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**Grosse Pointe  
Public Schools**

*Excellence In Education  
Our Proven Tradition*

1921-1996

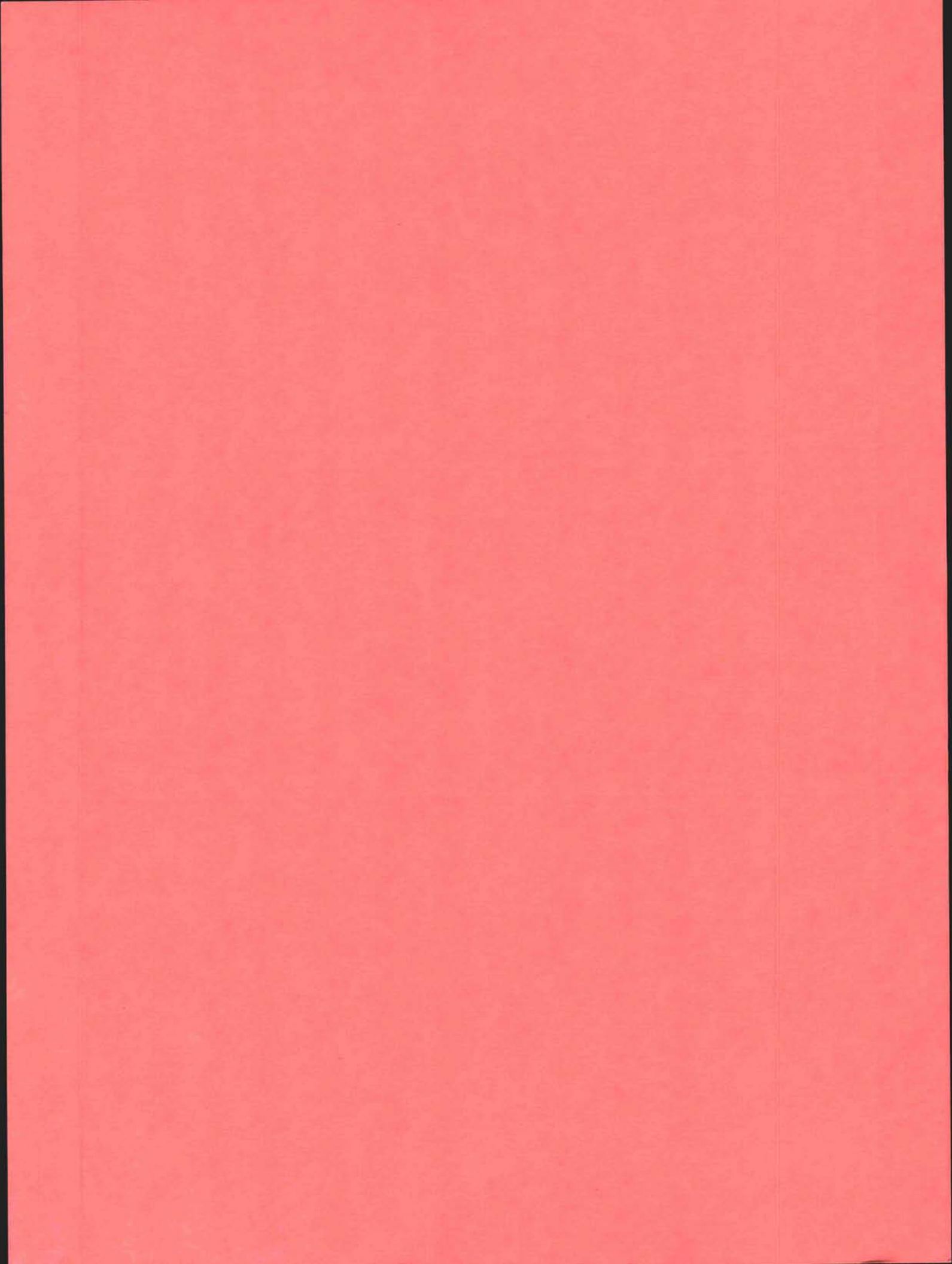
*Grosse Pointe Public Schools*

**MASTER AGREEMENT  
1996-2000**

*The Grosse Pointe Public School System*

*The Grosse Pointe Educational Support Personnel Association/MEA*

389 St. Clair  
Grosse Pointe, Michigan 48230



AGREEMENT BETWEEN THE  
GROSSE POINTE PUBLIC SCHOOL SYSTEM  
AND THE  
MEA/MESPA/GPESPA

TABLE OF CONTENTS

**ARTICLE I** .....1

    RECOGNITION.....1

        PURPOSE.....1

        DEFINITIONS.....1

        RECOGNITION OF THE ASSOCIATION.....1

        SCOPE OF AGREEMENT.....1

        BOARD RIGHTS.....2

**ARTICLE II** .....2

    ASSOCIATION MATTERS.....2

        ASSOCIATION USE OF SCHOOL FACILITIES.....2

        ASSOCIATION USE OF INTER-SCHOOL MAIL SERVICE.....2

        SCHOOL EQUIPMENT.....3

        ASSOCIATION REPRESENTATIVES.....3

        RELEASE TIME—ASSOCIATION.....3

        INFORMATION.....3

        PAYROLL DEDUCTIONS.....3

        AGENCY SHOP.....4

**ARTICLE III** .....5

    GRIEVANCE PROCEDURE.....5

        GENERAL PROCEDURES.....7

**ARTICLE IV** .....8

    PROVISIONS AFFECTING EMPLOYMENT.....8

        EMPLOYEE RESPONSIBILITY.....8

        HEALTH REQUIREMENTS.....8

        ASSAULT UPON AN EMPLOYEE.....9

        WORKERS COMPENSATION.....9

        LIABILITY INSURANCE.....9

        PERSONNEL FILE.....9

**ARTICLE V** .....9

    WORKING CONDITIONS.....9

        WORK YEAR.....9

        WORK WEEK.....10

        OVERTIME/COMPENSATORY TIME.....10

        EMPLOYEE CATEGORIES.....10

        SUBSTITUTES.....10

        SUBSTITUTE TEACHING.....10

        PROBATIONARY PERIOD.....11

        ASSIGNMENTS AND TRANSFER.....11

        DISCIPLINE/DISCHARGE.....12

        EMERGENCY CLOSING OF SCHOOLS.....12

        EVALUATION.....13

*ADMINISTRATION OF MEDICATION TO STUDENTS*..... 13  
*FIRST AID, HYGIENE, MEDICAL PROCEDURES*..... 13  
*TRAINING*..... 13  
*HEPATITIS IMMUNIZATION*..... 14  
*TRANSPORTATION OF STUDENTS*..... 14  
*CAMPING*..... 14  
*HALL MONITOR DUTIES*..... 14

**ARTICLE VI**..... 14

LEAVES OF ABSENCE..... 14  
*UNPAID LEAVE OF ABSENCE*..... 14  
*FAMILY MEDICAL LEAVE ACT (FMLA)*..... 15  
*SICK LEAVE*..... 15  
*ILLNESS IN THE IMMEDIATE FAMILY*..... 16  
*PERSONAL LEAVE*..... 16  
*JURY DUTY*..... 16  
*FUNERAL LEAVE*..... 16

**ARTICLE VII**..... 17

REDUCTION OF STAFF..... 17  
*SENIORITY*..... 17  
*CATEGORIES AND SUBCATEGORIES*..... 17  
*LAYOFF AND RECALL*..... 18

**ARTICLE VIII**..... 19

EMPLOYEE COMPENSATION AND FRINGE BENEFITS..... 19  
*EMPLOYEE COMPENSATION*..... 19  
*LONGEVITY*..... 19  
*INSURANCE BENEFITS*..... 19  
*PAY PERIOD*..... 20  
*REIMBURSEMENT OF TRAVEL*..... 20  
*HOLIDAYS*..... 20  
*PART TIME EMPLOYEES*..... 20

**ARTICLE IX**..... 21

MATTERS CONTRARY TO THE AGREEMENT..... 21  
*SMOKING POLICY*..... 21

**ARTICLE X**..... 21

DURATION OF THE AGREEMENT..... 21

**APPENDIX A**..... 23

WAGE SCHEDULES..... 23

**APPENDIX B**..... 24

INSURANCE BENEFITS..... 24  
*LIFE INSURANCE*..... 24  
*HOSPITALIZATION*..... 24  
*NO DOUBLE COVERAGE*..... 25  
*CREDIT HOURS*..... 25

**APPENDIX C**..... 26

STUDY COMMITTEES..... 26

**INDEX**..... 27

This agreement entered into this 6th day of May, 1997, between the Board of Education of the Grosse Pointe Public School System hereinafter called the "BOARD" and the Michigan Education Association/Michigan Educational Support Personnel Association/Grosse Pointe Educational Support Personnel Association hereinafter called the "ASSOCIATION".

## ARTICLE I

### RECOGNITION

#### PURPOSE

(1) The parties hereby enter into this Agreement pursuant to the authority granted by Act 379 of the Michigan Public Acts of 1965, as amended.

#### DEFINITIONS

(2) BOARD shall mean the Board of Education of the Grosse Pointe Public School System.

(3) ASSOCIATION shall mean the Grosse Pointe Educational Support Personnel Association.

(4) EMPLOYEE shall mean any member of the bargaining unit.

(5) ADMINISTRATOR/SUPERVISOR shall mean any employee of the Board who holds an administrative position or supervisory position.

(6) In the construction of the words used in this agreement whenever the singular is used, it shall include the plural; whenever the feminine is used, it shall include the masculine.

#### RECOGNITION OF THE ASSOCIATION

(7) The Board recognizes the MEA/MESPA/GPESPA as the bargaining representative for all full time classroom assistants, library media assistants, high school hall monitors and high school parking lot attendants including those in the above classifications who are regularly scheduled to work three (3) or more hours per day, but excluding supervisors and all other employees.

#### SCOPE OF AGREEMENT

(8) It is mutually agreed that this Agreement represents the complete agreement between the parties. However, matters not specifically covered by this Agreement, which affect wages, hours or other conditions of employment, may be discussed upon mutual agreement of the parties.

**BOARD RIGHTS**

(9) The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

(9a) to the executive management and administrative control of the school system and its properties and facilities, and to direct the work and activities of its employees;

(9b) to hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;

(9c) to determine hours of employment, duties, responsibilities, and assignments of all employees under this Agreement, and the terms and conditions of employment;

(9d) to determine the methods, means and personnel by which operations are to be conducted; maintain efficiency of operations; and take such actions as may be necessary to carry out its missions.

(10) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

**ARTICLE II**

***ASSOCIATION MATTERS***

**ASSOCIATION USE OF SCHOOL FACILITIES**

(11) The Association may use available school facilities without charge for GPESPA meetings upon securing the approval of the appropriate administrator.

**ASSOCIATION USE OF INTER-SCHOOL MAIL SERVICE**

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

### SCHOOL EQUIPMENT

(13) The Association may make reasonable use of school equipment and supplies at times and under procedures approved by the building administrator. The Association agrees to reimburse the Board for damage to equipment used by it and for any materials consumed.

### ASSOCIATION REPRESENTATIVES

(14) It is agreed that not more than one representative per building shall be recognized by the Board as the official representative of the Association for all employees in that building. Representatives shall be employees of the school system. The Association shall immediately identify to the Director of Personnel and building administrator the names of employees selected as association representatives.

(15) All Association business conducted by the representative shall be outside the scheduled working day except as otherwise authorized by the building administrator. The representative shall perform his/her duties as representative without interference with his/her own job functions or the job functions of other employees.

### RELEASE TIME— ASSOCIATION

(16) At the beginning of each school year, the Association shall be authorized ten (10) days to be used by designated representatives or officers of the Association to participate in area, state or national activities of the Association which benefit the school system. The release time will be with pay and the Association agrees to assume one-half of the costs of substitutes if they are necessary. A written request for such release time shall be submitted to the appropriate administrator not less than 48 hours in advance of the start of the activity. The appropriate administrator for the President of the GPESPA is the Personnel Director. Upon request to the Personnel Director, additional time beyond the ten (10) days may be granted.

### INFORMATION

(17) The Board shall make available, upon reasonable request, information relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement as provided by law.

### PAYROLL DEDUCTIONS

(18) 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 his/her dues deducted. Dues will be deducted from September through the first pay in June.

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

(20) Authorizations filed with the Business Office shall become effective within thirty days after the filing of such authorizations.

(21) Authorizations once filed with the Business Office shall continue in effect until revoked in writing by the employee and filed with the Business Office.

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

(23) The Association shall, at least sixty days prior to September 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.

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

(25) 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 are deducted by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.

(26) The Board agrees to make voluntary payroll deductions, upon written authorization, from the salaries of employees for the following: United Foundation, Tax Sheltered Annuities, and 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

(27) On or before thirty (30) days of employment, all employees shall, as a condition of employment, become members of the Association or pay the Association a fee equal to the amount certified by the Association which shall be in accordance with law. The Association agrees to explain to any employee who is an agency fee payer his/her legal rights as determined by the courts.

(28) Employees shall make full payment directly to the Association or authorize payment to the Association through payroll deduction in the same manner as provided in paragraphs 18-26 above. Forms for such authorization shall be provided by the Association.

(29) In the event the employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.2777 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.

(29a) In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- The Employer gives timely notice of such action to the Association and permits the Association intervention as a part if it desires;



- The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels; and
- The Association shall have complete authority to compromise and settle all claims which it defends under this section.

(29b) The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Agency Shop section of Article II. This does not, however, include any liability for unemployment compensation paid under the Michigan Employment Security Act.

(29c) 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.

(29d) 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 cost of damages which may be assessed as the result of said suit or action.

(29e) 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.

(30) It is expressly understood that any employee hired prior to October 11, 1983 shall not be subject to this Agency Shop provision.

### ARTICLE III

#### *GRIEVANCE PROCEDURE*

(31) **DEFINITION**— A grievance is a complaint by an employee or a group of employees that there has been a violation of any expressed provision of this Agreement or established board policy affecting bargaining unit members.

(32) **PROCEDURE**— Grievances shall be presented and adjusted according to the following procedure:

(32a) **INFORMAL CONFERENCE**— Prior to invoking the grievance procedure at Step 1 an employee who has a complaint shall informally discuss the matter with his/her building administrator. The request for a meeting to discuss the matter must be made within ten (10) days following the act or condition which is the basis of the complaint. The building administrator shall make arrangements to hold a meeting within five (5) school days of the employee's request and shall make his/her decision known within five (5) school days after the meeting.

(32b) STEP ONE— In the event the matter is not resolved informally, a written grievance may be filed with the building administrator within five (5) school days after being advised of the decision at the informal stage of this procedure. Within five (5) school days after receiving the grievance, the building administrator shall state his decision in writing, and shall furnish a copy to the aggrieved party.

(32c) STEP TWO— Within five (5) school days after receiving the decision of the building administrator, the aggrieved party may appeal to the Director of Personnel. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1. Within ten (10) school days after receipt of the appeal, the Director of Personnel will meet with the aggrieved party to consider the grievance. Any person having knowledge of this matter may be required to attend this meeting as a witness. A written decision on the matter shall be given to the aggrieved party and the Association within five (5) school days after the meeting.

(32d) STEP THREE— Within sixty (60) calendar days after receiving the decision of the Director of Personnel, the Association may submit the grievance to arbitration upon written demand to the Board. However, prior to the Association submitting a demand for arbitration, the parties may agree to submit the grievance to mediation. The parties will then make a joint request to the State or Federal Mediation and Conciliation Service for assistance in the grievance. Any recommended disposition may be accepted or rejected by either or both parties. Moreover, the details of mediation shall be strictly confidential and shall not be used as evidence in any other proceedings, including this grievance procedure.

(32e) If a demand for arbitration is not made upon the Board within said sixty (60) day period, the grievance shall be deemed settled on the basis of the last answer of the Board in Step Two.

(32f) Once a demand for arbitration is made the Board and Association shall attempt to agree on an arbitrator. If no agreement is reached within ten (10) working days, 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.

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

(33a) In no event shall an arbitrator be empowered to add to, subtract from, disregard, alter or modify any of 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 or established personnel policy and he shall have no authority to substitute his judgement for that of the Board. Moreover, he shall not imply obligations and conditions binding upon the Board from this Agreement; it being expressly understood that any matter not specifically set forth in this Agreement remains within the reserved rights of the Board. The decision of the arbitrator shall be in writing and shall cover only the issues in dispute without recommendations as to other matters.

(33b) He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Board and shall so construe the Agreement so there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

(33c) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the issue of arbitrability before rendering a binding decision on the merits. The Arbitrator's decision shall be final and binding upon the District, the Association and the Building Administrator(s) involved.

(33d) Any grievances not advanced to the next step by the Association within the time limit in that step shall be deemed abandoned. Time limits may be extended by mutual agreement of the Board and the Association in writing; then the new date shall prevail.

(33e) The Board shall not be required to pay back wages of more than ten (10) working days prior to the date a grievance is filed by invoking the informal conference (paragraph 32a).

(33e1) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of back pay. Such employee shall have the burden of showing that he was actively seeking employment during such time.

(33e2) No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designed as a representative grievance by mutual written agreement by the parties.

(33f) 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 questions to the arbitrator and each other at least ten (10) days in advance of the scheduled hearing date.

(33g) No more than one grievance may be heard by the arbitrator at one time unless both parties agree to consolidate two or more grievance 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.

(33h) The fees and expenses of the arbitrator and the fees of the American Arbitration Association shall be paid by the losing party.

## GENERAL PROCEDURES

(34) All complaints and appeals must be in writing. They shall contain a specific but concise statement of the facts upon which the grievance is based, a specific reference to the articles and sections of the Agreement which have allegedly been violated, the date of the alleged violation, the specific nature of the relief requested and, shall be signed and dated by the employee involved. Forms for filing grievances and taking appeals shall be formulated by the Board and the Association. However, the availability of said forms to employees shall be the responsibility of the Association.

(35) Any employee may present a grievance for adjustment without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given an opportunity to be present at such adjustment.

(36) There shall be strict adherence to the time limits specified in this procedure except when a time limit, in any specific instance, is extended by mutual written agreement.

(37) Failure of an administrator to report any decision within the specified time limit at any step of the grievance procedure shall automatically move the grievance to the next step in the grievance procedure. Failure of an employee to file a grievance or appeal within the specified time limit at any step of the grievance procedure shall constitute a clear and specific denial by the Board and administration of the merits of such grievance or appeal.

(38) At the request of an employee an Association Representative may be present at all grievance meetings held under this procedure.

(39) The following matters, among others specified elsewhere in this Agreement, shall not be subject to arbitration under this grievance procedure:

(39a) The termination or discipline of a probationary employee.

(39b) The provisions of any insurance contracts and/or policies provided pursuant to this Agreement.

(39c) Employee evaluations.

(39d) 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 arbitration procedure to employees who have one or more administrative remedies available to them outside of the scope of this Agreement.

## ARTICLE IV

### *PROVISIONS AFFECTING EMPLOYMENT*

#### EMPLOYEE RESPONSIBILITY

(40) It is mutually agreed that the educational quality of the school district reflects the ideals, motives, preparation and conduct of its employees. In discharging his/her work responsibilities, each employee shall be responsible to the appropriate administrator and shall diligently, and to the best of his/her ability, perform all assignments and responsibilities and comply with the policies, rules and regulations, and practices of the Board and the provisions of this Agreement.

#### HEALTH REQUIREMENTS

(41) Each employee shall maintain a condition of health sufficient to permit him/her to successfully perform the expressed and implied duties of his/her position. The Board reserves the right to require a health examination of any employee by a doctor designated by the Board at the Board's expense.

## ASSAULT UPON AN EMPLOYEE

(42) Any case of assault upon an employee shall be promptly reported to the Board. For any such assault which occurs during the performance of official duties, and within the scope of board policy, the Board will advise the employee of his/her rights and obligations with respect to such assault. Moreover, the employee will not suffer any loss of wages for an absence due to such assault up to the time he/she qualifies for workers' compensation. However, if such (workers' compensation) benefits are made retroactive the Board shall recover all wages paid during the period of retroactivity.

## WORKERS COMPENSATION

(43) Workers Compensation shall be provided as specified by law. In addition, the Board will pay to the employee the difference between the amount paid by Workers Compensation and his/her regular daily rate, and will charge the employee's sick leave accumulation proportionately for a period equivalent to the nearest half day. In no case will Board assistance extend beyond the employee's sick leave accumulation or 120 duty days, whichever comes first. Moreover, fringe benefits (including insurance benefits, holidays, etc.) will not be extended beyond 120 duty days.

## LIABILITY INSURANCE

(44) Each employee, while acting within the scope of his/her official duties and board policy, will be covered by the provisions of the school district's liability insurance policy.

## PERSONNEL FILE

(45) No official report or derogatory statement about an employee shall be considered part of an employee's personnel file unless such employee is sent a dated copy. The employee shall have the right to submit a response to the report or statement. Every employee has a right to review the contents of the his/her personnel file. The employee may request that negative material of a non-recurring nature be removed from the file after four (4) years.

# ARTICLE V

## *WORKING CONDITIONS*

### WORK YEAR

(46) The work year for employees shall be 175 ½ days (which normally occurs when students are present in school). Effective with the 1995-96 school year the work year for Library Media Assistants and Classroom Assistants shall be 177 ½ days (which normally occurs when students are present in school). However, some employees may be required by the appropriate administrator to work on days (or half days) when students are not in attendance. Those employees required to work

when students are not in attendance will normally be given notification at least 5 days in advance of such work requirements.

### WORK WEEK

(47) The normal work week for full time employees shall be thirty (30) hours. However, some employees may be required by the appropriate administrator to work more than thirty (30) hours per week. A work week of less than thirty (30) hours is considered part time employment. Employees shall be paid the appropriate hourly rate for the number of hours worked per week. The normal work week shall be Monday through Friday. Individual work schedules for each building (including starting and quitting times and a duty free lunch period of at least 30 minutes) will be established by the appropriate administrator. It is understood that the TMI classroom assistants may have a different lunch arrangement upon the approval of the principal. The individual work schedules normally will provide relief time of ten (10) minutes during each ½ day.

### OVERTIME/COMPENSATORY TIME

(48) Approved overtime in excess of the regular work week but less than 40 hours per week will be compensated at straight time in money or compensatory time. Approved overtime in excess of 40 hours per week will be compensated at time and one-half in money or compensatory time. If compensatory time is granted it must be scheduled at a time which is mutually agreeable to the Board and employee but not later than two pay periods of the date the compensatory time was earned.

### EMPLOYEE CATEGORIES

(49) The Board and the Association recognize three categories of employees: full-time, part-time, and probationary.

### SUBSTITUTES

(49a) A substitute may fill a vacancy for a period not to exceed sixty (60) duty days. A position to be vacated for a period longer than sixty (60) duty days will be posted. If urgent need necessitates the hiring of temporary personnel, the Administration will meet with the Association to so advise the Association and to determine the duration of said position(s).

### SUBSTITUTE TEACHING

(49b) In an emergency situation, an assistant who is a certified teacher may be asked to substitute for a teacher who is absent from school. Accepting substitute assignments will be voluntary. No assistant will be substitute for more than five days in a school year.

## PROBATIONARY PERIOD

(50) Employees shall be on probation for the first ten (10) 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. 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, but such action shall be subject to review through Step Two of the grievance procedure and the determination made at that Step Two shall be final.

(51) Probationary employees shall not be eligible for insurance benefits, sick leave and holidays during the first three (3) months of employment. Upon successfully completing this trial period probationary employees will become eligible for insurance, sick leave, and holidays.

## ASSIGNMENTS AND TRANSFER

(52) Assignment to a position within a category or subcategory will be made by the appropriate administrator in the best interests of the educational program and the school system.

(53) Transfer shall be defined as a change of building and/or category or subcategory. However, it does not include a change of building which results from the movement of a program.

(54) Vacancy shall be defined as an opening resulting from retirement, resignation or other termination of employment. It shall also include a new position.

(55) When the Board has declared that a vacancy exists it will post such vacancy in each building for a period of at least six working days. The posting will include the category or subcategory, building, duties, hourly rate, hours per week, and deadline for receiving applications. During the summer months (when school is not in session) vacancies will be posted at the administration building. However, to receive such postings, interested employees must leave stamped, self addressed envelopes with the personnel department before leaving for the summer.

(56) Normally, each employee who applies for a posted position will be granted an interview with the appropriate administrator(s).

(57) Transfer of an employee will be based on demonstrated aptitude, skills, training, ability to work effectively with students and staff, and experience both in and outside the district.

(58) Each employee will be informed in writing of the disposition of his/her transfer request within six duty days after all interviews are completed.

(59) An employee may be transferred by the Director of Personnel when, in his judgment, it is in the best interests of the instructional program and/or the school district. It is agreed that the decision to transfer an employee will not be made in an arbitrary or capricious manner. Moreover, no employee will suffer a reduction in wages as a result of such transfer.

## DISCIPLINE/DISCHARGE

(60) No employee who has successfully completed his/her probationary period shall be disciplined or discharged except for reasonable and just cause. Normally, disciplinary action will be taken in private and the employee may request that an Association Representative be present.

(61) The types of disciplinary action which normally will be taken are a warning, a written reprimand, suspension without pay, and discharge.

(62) The Board 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 for such period as the Board may determine of an employee:

(62a) Insubordination, which is defined as a willful disobedience of an order or instruction of a designated superior acting within the realm of his/her 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.

(62b) 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 reprimands (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.

(62c) An intentional false material statement or representation made in his/her employment application if discovered in the first three (3) years of employment.

(62d) Intentional destruction, or theft of property of the Board of Education or of fellow employees of the Board, or of a student.

(62e) Illegal personal misconduct, including immorality or assaulting, endangering or threatening to endanger, the person of any other employee or any student.

(62f) Reporting to work in an intoxicated condition and/or the use of or consumption of alcohol during the work day.

(62g) Any behavior on the job which is illegal either under Federal or State laws or statutes.

(62h) Conviction of or pleading guilty to, a felony charge in any criminal court of record.

## EMERGENCY CLOSING OF SCHOOLS

(63) It shall be the responsibility of the Board to determine whether conditions warrant the closing of schools. If it is determined that a school or schools should be closed (and no delayed opening is planned), employees of those schools shall not be required to report to their job assignments and will not suffer any loss of pay. If a building is closed after the start of the normal work day, the employee shall suffer no loss of pay for that day. All employees are required to report for duty at times when only a fraction of the school system may be closed down. In the event of an emergency when only some children are excused on a scheduled day of attendance, classroom assistants may be reassigned to other duties or buildings for the duration of the emergency.



## EVALUATION

(64) Probationary employees will be evaluated twice during their probationary period, once at the end of the trial period (first three months) and once before the end of the probationary period (total of ten months). If, after the first evaluation, the work of a probationary employee is not satisfactory, the employee will be placed on an Individualized Plan of Improvement. After a successful probationary period is completed, each employee will be evaluated at least once every three (3) years. An evaluation will also be performed when: (1) there has been a major categorical change of assignment within a building; (2) there has been a change in building assignment; (3) there has been a concern indicated. It is understood that all evaluations will be in writing. An employee will have an opportunity to discuss his/her evaluation with his/her supervisor, a reasonable time to prepare a supplementary statement for inclusion in his/her files if he/she wishes, and a copy of the evaluation.

## ADMINISTRATION OF MEDICATION TO STUDENTS

(65) An employee shall not be required to administer medication to students unless directed by his/her administrator to do so. When required to administer medication to a student, such administration must be done in the presence of another adult pursuant to written permission of the pupil's parents or guardian and in compliance with the instructions of a physician.

## FIRST AID, HYGIENE, MEDICAL PROCEDURES

(66) No employee shall be required to administer any first aid for a student. An employee may, however, administer first aid at his/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. No employee shall be required to perform any personal care hygiene procedure or invasive procedure for a student without an adult witness present. At the time of initial employment, Assistants will be advised that unit members may be required to perform these duties.

## TRAINING

(66a) All new employees will receive an orientation to the District and its policies, to the educational programs in which they shall be employed, and to the laws which affect their work environment.

(66b) Classroom Assistants will be provided appropriate supervised training before performing medical or physical procedures with students who have medical needs, especially those students who are determined to be medically fragile.

(66c) Emergency medical procedures will be identified. The Assistant will be trained in these procedures. Said procedures will be posted in the facility where the procedure is to be administered. A certified health care professional will be available by phone at all times the procedure is to be administered.

## HEPATITIS IMMUNIZATION

(66d) Assistants who are at risk of contracting hepatitis B because of the nature of the care they must provide shall be eligible to receive hepatitis B immunization. Administration will determine risk.

## TRANSPORTATION OF STUDENTS

(67) Employees shall not be required to transport students in vehicles. Employees shall not be required to carry a disabled student except in an exceptional situation or as a temporary expedient when necessary structural changes are being made to create a barrier-free building. Any employee participating in the carrying or lifting of a disabled student shall be appropriately trained so as to provide the safest and least humiliating means of carrying the disabled student.

## CAMPING

(68) No employee will be required to accompany a teacher on a camping trip. If the trip extends beyond the regular hours of the work day, the employee will be paid his/her hourly rate for the additional time. However, no employee will be compensated for more than 12 hours for any one day.

## HALL MONITOR DUTIES

(68a) A hall monitor may be asked to supervise lunchrooms but will not be required to clean up lunchrooms.

# ARTICLE VI

## *LEAVES OF ABSENCE*

### UNPAID LEAVE OF ABSENCE

(69) 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. Upon expiration of leave an employee who was on leave one month or less or was on leave two months or less due to illness or disability will be returned to his/her position. Employees whose leave are in excess of the one or two months above shall be eligible for the first vacancy for which they are qualified. Moreover, satisfactory evidence of physical or mental health shall be filed with the Board as directed before the employee is returned to duty.

(70) Upon application to and approval from the Director of Personnel, an employee may receive a short unpaid leave of absence for worthwhile needs. The leave shall not interfere with the continuity of operations.

## FAMILY MEDICAL LEAVE ACT (FMLA)

(70a) 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 and 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.

## SICK LEAVE

(71) Employees who have successfully completed their trial period shall earn a sick leave allowance of one day for each month worked (maximum of 10 days). The maximum allowance shall be available on the first working day. Moreover, sick days earned but unused shall be carried over to the next year. This provision (carryover of sick days) also applies to unused sick days earned since the 1983-84 school year.

(72) 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 his/her assignment with the Board. Illness includes cases where emergency medical procedures are required. 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.

(73) An employee shall keep his/her building administrator reasonably advised of his/her whereabouts while on sick leave.

(74) In personal illness cases of an emergency or unanticipated nature, personal or telephone notification shall be given to the employee's building administrator as soon as possible but at least 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 will result in the deduction of a day's pay except in extenuating circumstances. If the unanticipated illness appears that it will continue beyond the initial day, the employee shall notify his/her building administrator by 3 p.m. of the first day of absence as to the approximate duration of his/her illness. 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.

(75) An employee may be required at the time of his/her absences to furnish information and/or a physician's certificate concerning his/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.

## ILLNESS IN THE IMMEDIATE FAMILY

(76) Leave with pay not to exceed one (1) day per occurrence will be allowed for emergency or serious illness in the immediate family. It is understood that illness of a more serious nature may require additional days of leave. When such is the case, the employee will apply to the Personnel Department to receive authorization for additional leave.

(76a) Immediate family for this purpose shall mean: mother, father, child and spouse.

(76b) When the absence will exceed what is considered a reasonable number of occurrences' approval will not be granted.

(76c) Personal leave may be used for absences for emergency or serious illness outside of the immediate family.

## PERSONAL LEAVE

(77) Employees who have successfully completed their probationary period shall earn a maximum of two (2) days per year for the purpose of personal leave. One personal leave day not used in a work year shall be carried over and available for use in the next work year. The total number of personal days available shall not exceed three in any one work year.

(77a) Personal leave days are provided for legitimate business 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. Normally, 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.

(78) It is not permissible to use personal leave for recreational or sporting activities, shopping, vacation, other employment of any kind, or to accompany a spouse on a trip.

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

## JURY DUTY

(80) An employee who serves on jury duty will be granted a leave of absence. The employee will be reimbursed for the difference between jury duty pay and his/her wages. When the employee is excused from jury duty for a half day or more he/she must notify his/her building administrator immediately and report to his/her work location. Reimbursement will be granted after completing the proper form and submitting official proof of the days served and the amount earned.

## FUNERAL LEAVE

(81) Employees who have successfully completed their trial period will receive up to four (4) days of paid funeral leave for death in the immediate family beginning with the first day of absence.

Immediate family shall be defined as mother, father, mother-in-law, father-in-law, grandparents, grandchild, sister, brother, spouse, child, daughter-in-law, son-in-law, stepchild or foster child.

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

## ARTICLE VII

### *REDUCTION OF STAFF*

#### SENIORITY

(83) Seniority shall be defined as follows:

(83a) Seniority shall have two components: 1) length of service and 2) earned qualification.

(83b) Length of service shall be determined from an employee's uninterrupted date of hire. Employees on unpaid leaves of absence for more than 20 duty days shall lose seniority for all days in excess of 20 unpaid days.

(83c) Qualification is earned by successfully working 10 continuous months, one-half time or greater, within a specific work category outlined in paragraphs 84a through 84f. Once the qualification is earned, all of the employee's earned years in length of service shall apply to any/all earned categories.

(83d) By May 1 of each year, the Board will provide the Association with an updated seniority list which includes both length of service and qualifications earned. The list will be distributed to each building in the District. Should a member disagree with her/his placement on this list, s/he will have fifteen (15) duty days from publication of the list in which to file a complaint with the Personnel Department.

(83e) Building principals shall post the seniority list on the employee posting board.

#### CATEGORIES AND SUBCATEGORIES

(84) The following categories and subcategories are hereby established:

(84a)	Attendants	Parking Lot Attendants and Hall Monitor and/or Locker Room Attendant
(84b)	Media	Library Media Assistant
(84c)	Vocational	Vocational Classroom Assistant: Automotive, Career Center, Business, Distributive Education/Marketing, Commercial Foods, Child Care

(84d)	General Education	Classroom Assistant General Education including Magnet Program, Title I, Computer Lab, Student Center, At Risk, Pre-Kindergarten, Kindertalk, etc.
(84e)	Special Education (e)	Special Education Classroom Assistant: Learning Resource Center- All Levels
(84f)	Special Education (f)	Special Education Classroom Assistant: Adjusted Learning Program, Educable Mentally Impaired, Trainable Mentally Impaired, Severely Mentally Impaired, Developmental Learning Program, Severely Multiply Impaired, Special Education Work Study, Autistically Impaired, Emotionally Impaired, Pre-Primary Impaired, Developmental Pre-School

### LAYOFF AND RECALL

(85) In the event the Board elects to reduce the number of positions in the bargaining unit, the Board will give at least ten (10) days notice of lay off, whenever possible. Prior to implementing the layoffs, the Board will meet and confer with the Association concerning the accuracy of the lay off list. Employees will be laid off in the following order:

(85a) Employees with no earned qualifications in a category will be laid off first according to length of service.

(85b) The next step in layoff procedure will occur from the list of categorically qualified employees. From each categorical group, the employee(s) with the lowest length of service will be laid off.

(85c) An employee identified for layoff may bump the lowest seniority employee in another category in which s/he has been determined to be qualified.

(85d) Bumping rights will prevail over transfer requests.

(86) Deleted.

(87) Deleted.

(88) Employees cannot claim vacant positions out of their category or subcategory. However, they may apply and be considered for transfers to vacancies in other categories or subcategories.

(89) Seniority employees who are laid off shall retain their recall rights for a period equal to the length of their seniority.

(90) Laid off employees will be recalled to categories or subcategories for which they are qualified in the reverse order of layoff.

(91) Notice of recall will be sent to the employee at his/her last known address by certified mail. If the employee refuses or fails to respond in writing within ten (10) days of the mailing of said notice, he/she shall be considered to have voluntarily severed employment with the district.

(92) During the period of layoff no wages or fringe benefits will be paid nor will seniority or wage increments accrue. However, any laid off employee recalled to a position will retain previously accumulated and credited seniority.

## ARTICLE VIII

### *EMPLOYEE COMPENSATION AND FRINGE BENEFITS*

#### EMPLOYEE COMPENSATION

(93) Employees will be compensated by the Board in accordance with the hourly wage schedule set forth in Appendix A of this Agreement. In order to be eligible for the annual increment eligible employees must work more than one-half of the scheduled work year.

#### LONGEVITY

(93a) Longevity will be paid to those employees completing nine (9) years of continuous service half time or more according to the following schedule:

Longevity Starts	Amount	Starts During Contract Year
Beginning of 10th year	\$500.00	As of 1997-98

#### INSURANCE BENEFITS

(94) The Board will provide insurance benefits to eligible employees as set forth in Appendix B of this Agreement.

(94a) 1997-98— After the completion of 10 month probationary period, members will receive the right to purchase a two (2) year optical and/or dental insurance policy through the Grosse Pointe School District. The employee will be responsible for a 2 year minimum insurance premiums.

(94b) 1998-2000— After completion of 10 month probationary period, members will receive a Board paid optical insurance policy for employees only and still retain the right to purchase a two (2) year family optical insurance policy through the Grosse Pointe School District. The employee will be responsible for a 2 year minimum insurance premium on the family portion.

## PAY PERIOD

(95) Employees shall receive their paychecks in 21 installments for regular hours worked. Any hours worked beyond those regularly assigned shall be paid via a time sheet in the manner required by the building administrator. Effective with the 1995-96 school year employees may elect to receive their paychecks in 26 installments. An employee may change from one option to the other by notifying the business office, in writing, at least thirty (30) days before the start of the school year.

(95a) When a scheduled pay day 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.

(95b) The Board agrees, upon written authorization of the employee, to make available the opportunity for direct deposit of a member's pay check 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.

(95c) Members will receive the right to contribute to a tax sheltered annuity (TSA). This will be in accordance with IRS guidelines. Members must select one of the companies doing business with the school district.

## REIMBURSEMENT OF TRAVEL

(96) Employees who travel as a part of their assignment shall be compensated for mileage at the IRS rate per mile in accordance with procedures established by the Business Office.

## HOLIDAYS

(97) Each employee who has successfully completed his/her trial period shall be granted the holidays set forth below without loss of pay, provided that the employee works the last scheduled work day before, and the first scheduled work day after, the holiday.

New Year Day	Day after Thanksgiving*
Mid-Winter Break	Christmas Eve
Good Friday	Christmas Day
Memorial Day	New Year's Eve*
Thanksgiving Day	* See paragraph 98

(98) Each employee who has been on step 7 of the wage schedule for one year or more shall be paid for New Year's Eve and the Day after Thanksgiving provided that the employee works the last scheduled work day before, and the first scheduled work day after, the holiday.

## PART TIME EMPLOYEES

(99) Employees scheduled to work less than 30 hours per week shall be eligible for leave benefits, and holidays on a prorated basis which shall be the proportion that their regularly scheduled



hours of work per week bear to 30 hours. They shall also be eligible for insurance benefits. However, the Board's contribution to the premium cost of insurance 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.

(100) It is understood that if the bargaining unit is expanded through a MERC conducted election none of the provisions of this Agreement shall apply to those employees who become a part of the unit as a result of such election. It is further understood that the subjects of wages, hours and other conditions of employment, as they apply to the above mentioned employees, shall be subject to collective bargaining between representatives of the Board and the Association.

## ARTICLE IX

### *MATTERS CONTRARY TO THE AGREEMENT*

(101) 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 or decree no appeal has been taken within the time provided 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.

### SMOKING POLICY

(102) Deleted

## ARTICLE X

### *DURATION OF THE AGREEMENT*

(103) This Agreement shall be effective as of July 1, 1996, and shall continue in full force and effect until June 30, 2000. If either party desires to terminate, modify or change this Agreement, they shall give the other party written notice to that effect, not less than ninety (90) days prior to June 30, 2000. In the event that neither party serves upon the other timely notice to terminate, modify or change this Agreement in the manner set forth herein, then this Agreement shall automatically be extended for a period of one (1) additional year until June 30, 2001, which extension shall be subject to the provisions for termination, modification, or change and extension as set forth herein.

(104) Deleted

(105) 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  
Grosse Pointe, MI 48230

*To the Association:*

The then elected President of the Grosse  
Pointe Educational Support Personnel  
Association at his/her residence

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first written (page 1).

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

Grosse Pointe Educational Support  
Personnel Association

By Timothy H. Howlett  
Timothy H. Howlett, President

By Coreen Slanec  
Coreen Slanec, President

Jack Ryan  
Jack Ryan, Secretary

Cynthia Rolka  
Cynthia Rolka, Secretary

Thomas F. Whall  
Thomas F. Whall, MEA

## APPENDIX A

## WAGE SCHEDULES

Wage Schedule 1996 - 1997							
Position/Step	1	2	3	4	5	6	7
H. S. Hall Monitor	\$6.36	\$6.77	\$7.18	\$7.59	\$8.09	\$8.54	\$9.51
H. S. Parking Lot	6.36	6.77	7.18	7.59	8.09	8.54	9.51
Library Media Asst.	7.57	7.98	8.38	8.79	9.42	9.99	11.17
Classroom Asst.	7.57	7.98	8.38	8.79	9.42	9.99	11.17
Special Ed. Asst.	8.59	8.96	9.41	9.87	10.58	11.22	12.54

Wage Schedule 1997 - 1998							
Position/Step	1	2	3	4	5	6	7
H. S. Hall Monitor	\$6.49	\$6.91	\$7.32	\$7.74	\$8.25	\$8.71	\$9.70
H. S. Parking Lot	6.49	6.91	7.32	7.74	8.25	8.71	9.70
Library Media Asst.	7.72	8.14	8.55	8.97	9.61	10.19	11.39
Classroom Asst.	7.72	8.14	8.55	8.97	9.61	10.19	11.39
Special Ed. Asst.	8.76	9.14	9.60	10.07	10.79	11.44	12.79

Wage Schedule 1998 - 1999							
Position/Step	1	2	3	4	5	6	7
H. S. Hall Monitor	\$6.62	\$7.04	\$7.47	\$7.90	\$8.42	\$8.89	\$9.89
H. S. Parking Lot	6.62	7.04	7.47	7.90	8.42	8.89	9.89
Library Media Asst.	7.88	8.30	8.72	9.15	9.80	10.39	11.62
Classroom Asst.	7.88	8.30	8.72	9.15	9.80	10.39	11.62
Special Ed. Asst.	8.94	9.32	9.79	10.27	11.01	11.67	13.05

Wage Schedule 1999 - 2000							
Position/Step	1	2	3	4	5	6	7
H. S. Hall Monitor	\$6.82	\$7.25	\$7.69	\$8.13	\$8.67	\$9.15	\$10.19
H. S. Parking Lot	6.82	7.25	7.69	8.13	8.67	9.15	10.19
Library Media Asst.	8.11	8.55	8.98	9.42	10.09	10.71	11.97
Classroom Asst.	8.11	8.55	8.98	9.42	10.09	10.71	11.97
Special Ed. Asst.	9.21	9.60	10.08	10.58	11.34	12.02	13.44

The above wage schedule will be retroactive to July 1, 1996 for those employees who were on the payroll during the 1996-97 work year.

## APPENDIX B

### *INSURANCE BENEFITS*

#### LIFE INSURANCE

(106) The Board will provide each employee who has satisfactorily completed his/her trial period life insurance in the amount of \$15,000.00. Such insurance will be put into effect on the first day of the month following completion of the trial period. Employees who work less than 6 hours per day are also eligible for such insurance. However, the Board's contribution to the premium cost of such insurance shall be limited to that percentage of the premium cost which is equivalent to the percentage of full time service (6 hours per day) rendered by the employee. The balance of the premium cost shall be paid by the part time employee, if he/she elects to be covered, under a payroll deduction plan established by the Board. All benefits, conditions, and requirements shall be as set forth in the policy of insurance and as interpreted by the carrier.

#### HOSPITALIZATION

(107) HOSPITALIZATION— An employee who has satisfactorily completed his/her trial period may enroll in the Board's hospitalization plan. The employee will be eligible for one person, two person or family coverage through a carrier to be named by the Board provided he/she meets the "No Double Coverage" rules set forth in paragraph 108 of this agreement. The coverage will provide a deductible of \$100/200 and a co-pay of 80%-20% up to \$5,000. After the deductible and co-pay have been satisfied coverage will be increased to 100% for the balance of the plan year in accordance with the terms of the policy. The coverage will also provide a \$5.00 deductible prescription drug rider. The extent of hospitalization coverage will be the same as at the commencement of the 1987-90 Agreement. An employee may opt for coverage under the Board's HMO or PPO by paying the difference in premiums in accordance with procedures established by the Department of Personnel. Employees who work less than six (6) hours per day are also eligible for such insurance. However, the Board's

contribution to the premium cost of such insurance shall be limited to that percentage of the premium cost which is equivalent to the percentage of full time service (6 hours per day) rendered by the employee. All benefits, conditions and requirements shall be as set forth in the policy of insurance and as interpreted by the carrier.

(107a) Any employee who terminates employment but works the full school year will receive insurance benefits for the months of July and August. Any employee who terminates employment but works more than half a year but less than a full year will receive an additional month of insurance benefits.

### NO DOUBLE COVERAGE

(108) It is the Board's intent to provide hospitalization coverage to those employees who are in need of it. If the employee or spouse is covered under other hospitalization insurance coverage, the employee involved will not be eligible for hospitalization coverage with the Board. It is expressly understood that double coverage is prohibited. For appropriate coverage employees shall certify in writing that they are entitled to such insurance coverage.

(109) LONG TERM DISABILITY— Effective July 1, 1993 the Board will provide such insurance to eligible employees which will have the following requirements and benefits:

(109a) 120 day waiting period (duty days)

(109b) Payment of 60% of base monthly earnings to a maximum of \$1,500.00 per month to age 65.

(109c) All benefits, conditions and requirements shall be as set forth in the policy of insurance and as interpreted by the carrier.

### CREDIT HOURS

(110) 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.

Credit Hours	Hourly Differential
100	20¢ per hour
200	25¢ per hour

## APPENDIX C

### *STUDY COMMITTEES*

(111) A joint committee will evaluate the medical/physical training procedures after the first year of its implementation.

## INDEX

## A

Agency Shop, 4  
 Agreement  
   Duration of, 21  
   Scope of, 1  
 Appendix A, 23  
 Appendix B, 24  
 Appendix C, 26  
 Assignments. *See* Working Conditions  
 Association Matters, 2  
   Agency Shop, 4  
   Information, 3  
   Inter-School Mail, use of, 2  
   Payroll Deductions, 3  
   Release Time, 3  
   Representatives, 3  
   School Equipment, 3  
   Use of School Facilities, 2

## B

Board, Rights of, 2

## C

Camping. *See* Working Conditions  
 Compensatory Time, 10  
 Credit Hours, 25

## D

Definitions, 1  
 Direct Deposit. *See* Employee Compensation and Fringe Benefits  
 Discharge. *See* Working Conditions  
 Discipline. *See* Working Conditions  
 Duration of the Agreement, 21

## E

Emergency Closing of Schools, 12  
 Employee Categories, 10  
 Employee Compensation and Fringe Benefits, 19  
   Employee Compensation, 19  
   Holidays, 20  
   Insurance Benefits, 19  
   Longevity, 19  
   Part Time Employees, 20  
   Pay Period, 20  
   Reimbursement of Travel, 20  
 Evaluation, 13

## F

Family Medical Leave Act (FMLA), 15  
 First Aid, 13

Funeral Leave. *See* Leaves of Absence

## G

Grievance Procedure, 5  
   Definition, 5  
   General Procedures, 7  
   Informal Conference, 5  
   Procedure, 5  
   Step 1, 6  
   Step 2, 6  
   Step 3, 6

## H

Health Requirements, 8  
 Hepatitis Immuniation, 14  
 Holidays, 20  
 Hospitalization, 24  
 Hygiene Procedures, 13

## I

Illness in the Immediate Family. *See* Leaves of Absence  
 Insurance Benefits, 19, 24  
   Hospitalization, 24  
   Life Insurance, 24  
   Long Term Disability, 25  
   No Double Coverage, 25

## J

Jury Duty. *See* Leaves of Absence

## L

Layoff and Recall, 18  
 Leaves of Absence, 14  
   Family Medical Leave Act (FMLA), 15  
   Funeral Leave, 16  
   Illness in the Immediate Family, 16  
   Jury Duty, 16  
   Personal Leave, 16  
   Sick Leave, 15  
   Unpaid, 14  
 Liability Insurance, 9  
 Life Insurance, 24  
 Long Term Disability, 25  
 Longevity, 19

## M

Matters Contrary to the Agreement, 21  
 Medical Procedures, 13

## O

Overtime, 10

**P**

Part Time Employees, 20  
 Pay Period, 20  
 Payroll Deductions, 3  
 Personal Leave. *See* Leaves of Absence  
 Probationary Period, 11  
 Provisions Affecting Employment, 8  
   Assault Upon an Employee, 9  
   Employee Responsibility, 8  
   Health Requirements, 8  
   Liability Insurance, 9  
   Personnel File, 9  
   Workers Compensation, 9

First Aid, 13  
 Hall Monitor Duties, 14  
 Hepatitis Immunization, 14  
 Hygiene Procedures, 13  
 Medical Procedures, 13  
 Overtime/Compensatory Time, 10  
 Probationary Period, 11  
 Substitute Teaching, 10  
 Substitutes, 10  
 Training, 13  
 Transportation of Students, 14  
 Work Week, 10  
 Work Year, 9

**R**

Recognition, 1  
   Definitions, 1  
   Purpose, 1  
 Reduction of Staff, 17  
   Categories and Subcategories, 17  
   Layoff and Recall, 18  
   Seniority, 17  
 Release Time, 3  
 Rights of the Board, 2

**S**

School Facilities, Use of, 2  
 Seniority, 17  
 Seniority, Categories of, 17  
 Sick Leave. *See* Leaves of Absence  
 Smoking Policy, 21  
 Study Committees, 26  
 Substitute Teaching. *See* Working Conditions  
 Substitutes. *See* Working Conditions

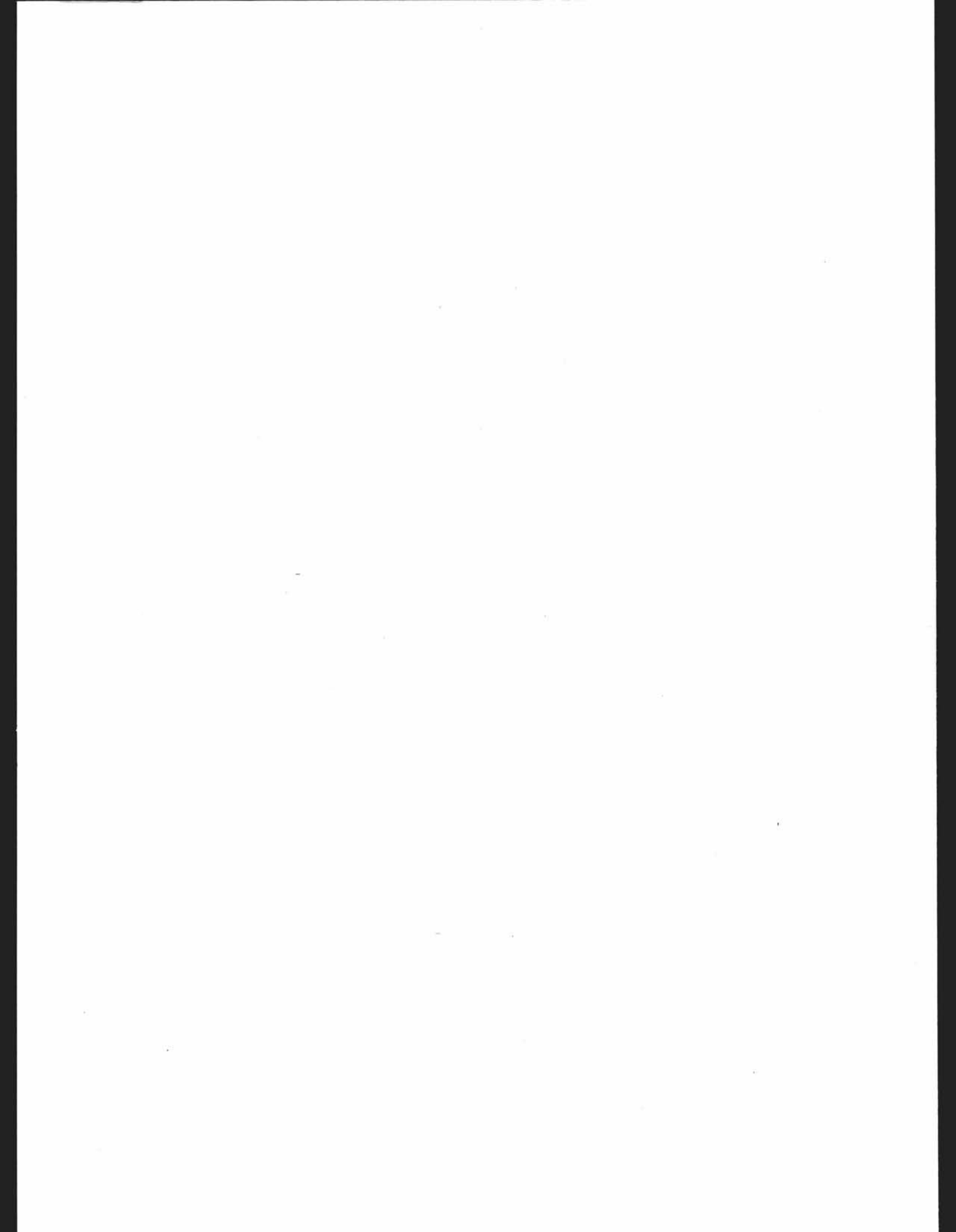
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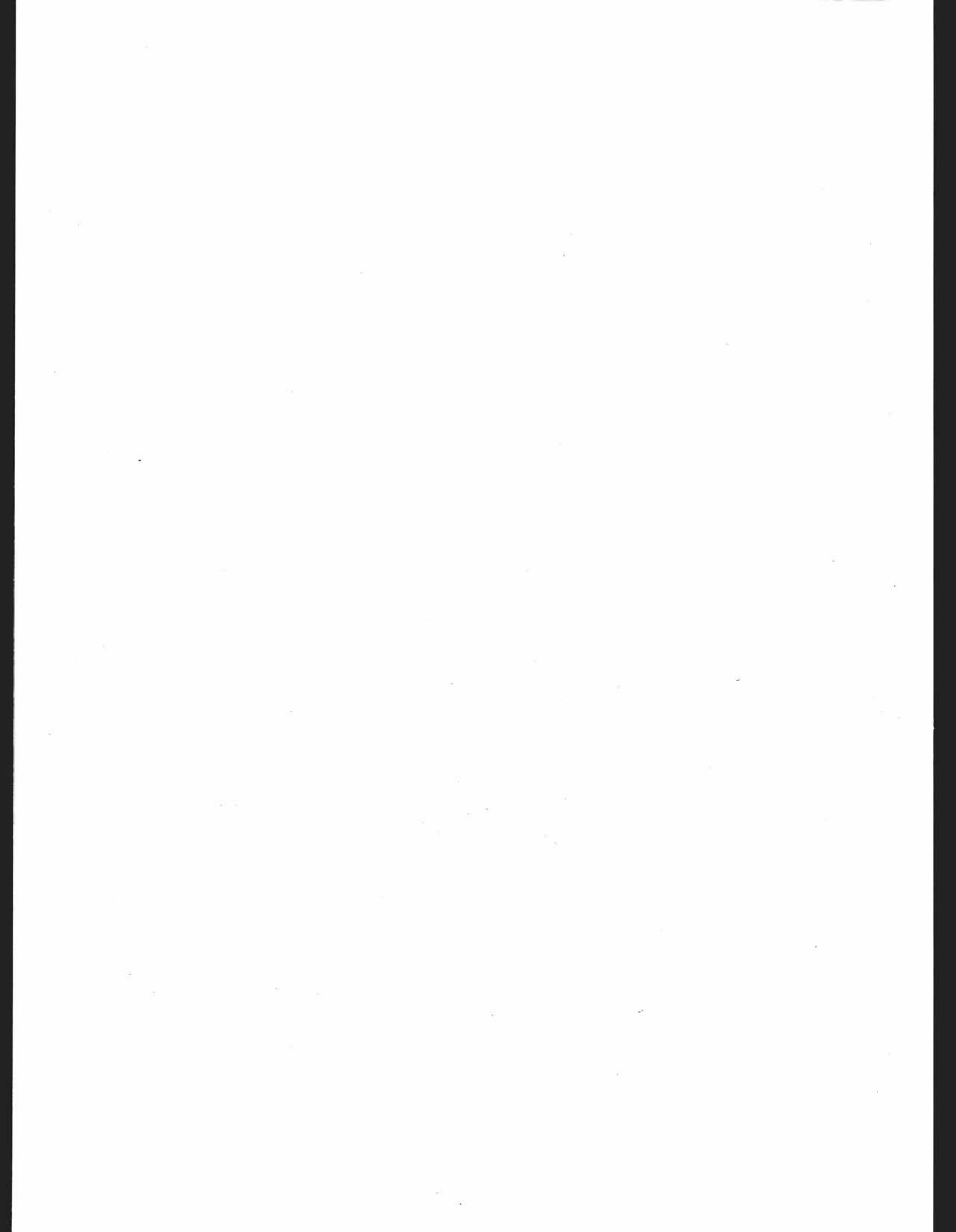
Transfer. *See* Working Conditions  
 Travel Reimbursement, 20

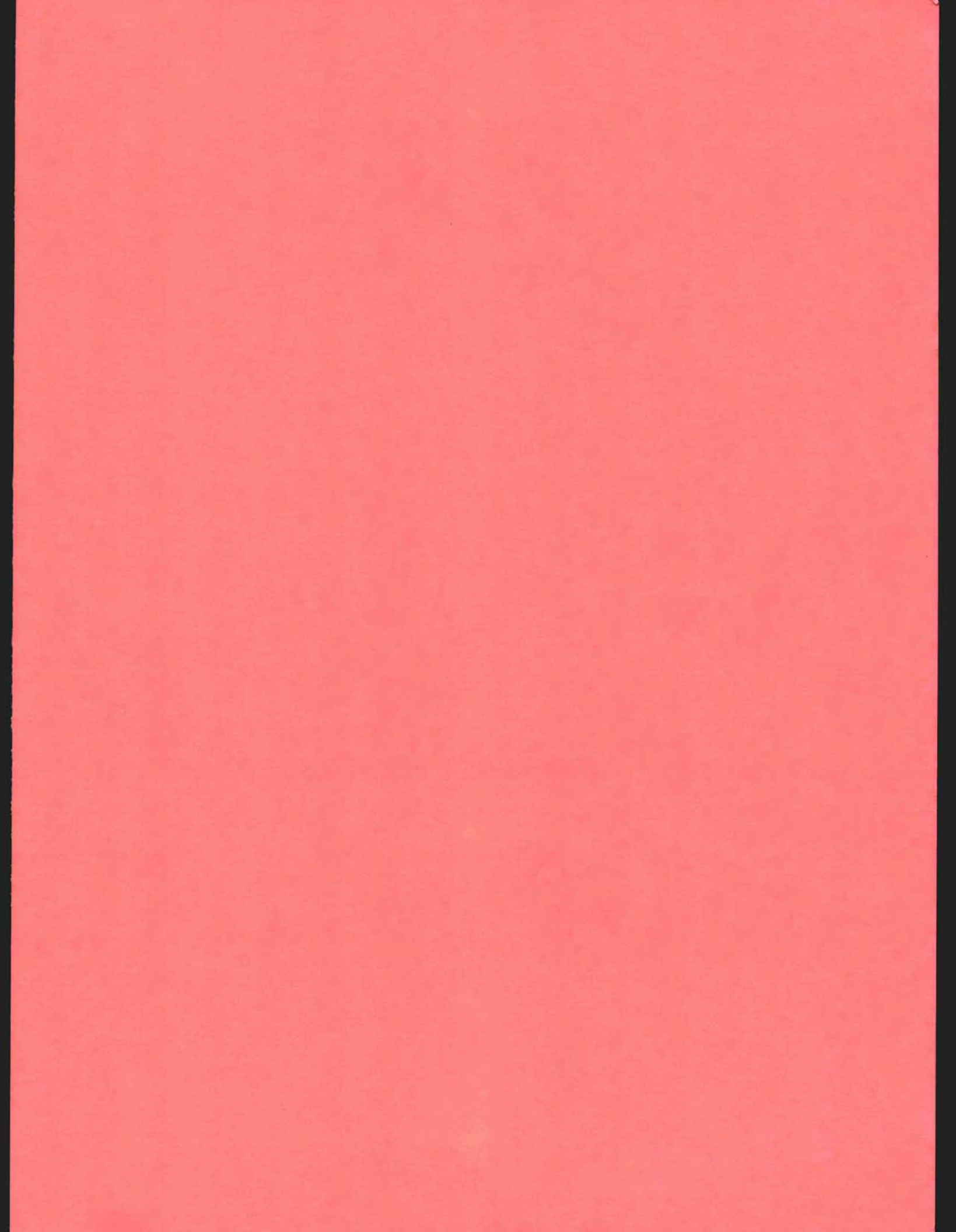
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Wage Schedule  
   1996-1997, 23  
   1997-1998, 23  
   1998-1999, 23  
   1999-2000, 24  
 Work Week. *See* Working Conditions  
 Work Year. *See* Working Conditions  
 Workers Compensation, 9  
 Working Conditions, 9  
   Administration of Medication, 13  
   Assignments and Transfer, 11  
   Camping, 14  
   Discipline/Discharge, 12  
   Emergency Closing of Schools, 12  
   Employee Categories, 10  
   Evaluation, 13









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