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6/30/91

AGREEMENT  
between the  
CLARE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION  
and the  
CLARE BOARD OF EDUCATION  
1988-89, 1989-90 and 1990-91  
School Years

*Clare Public Schools*

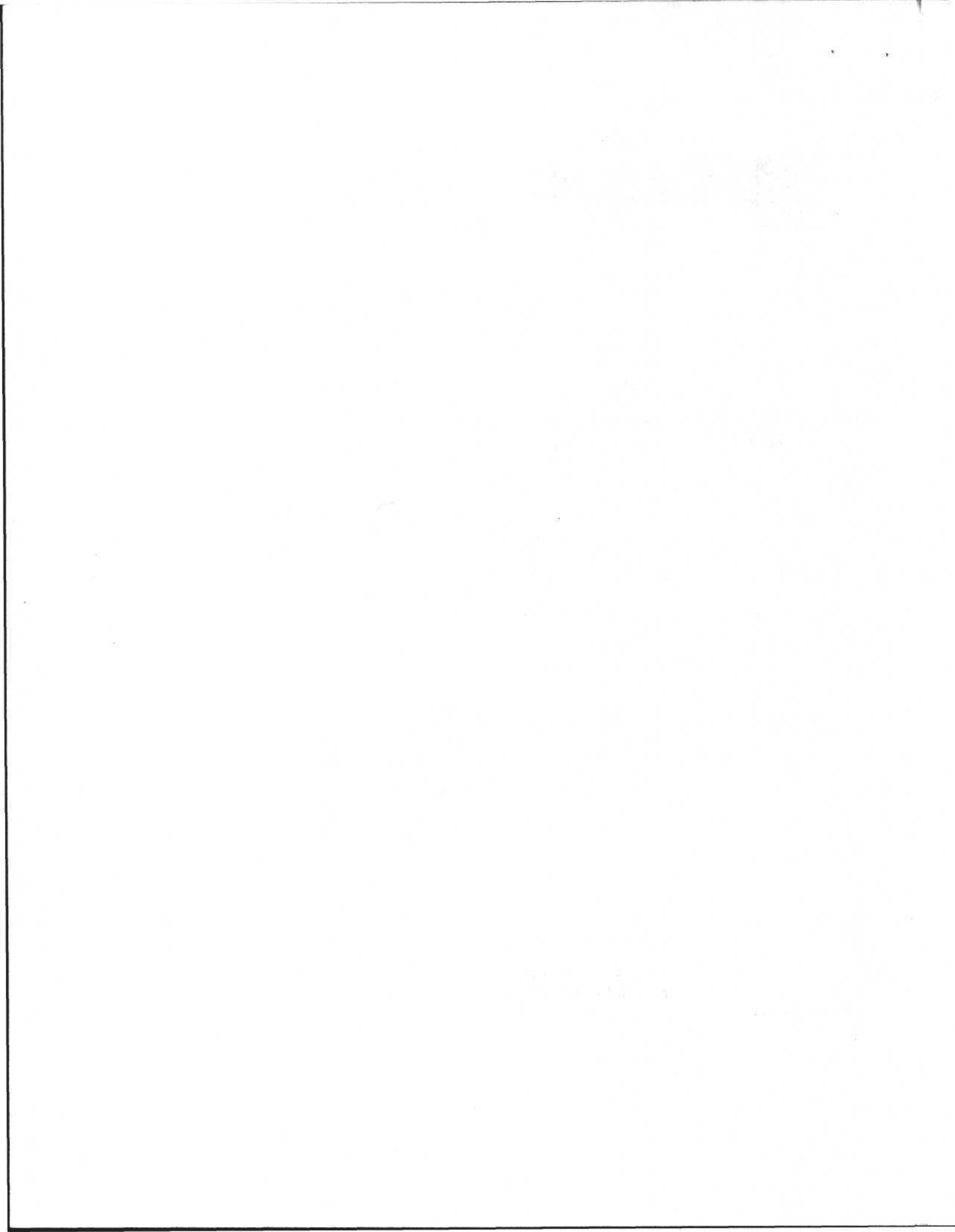
THE CLARE PUBLIC SCHOOLS  
Clare, Michigan

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

LABOR AND INDUSTRIAL  
RELATIONS CENTER  
Michigan State University

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This agreement entered into the First day of July, 1988 by and between the Clare Board of Education, Clare, Michigan, hereinafter called the "Board", and the Clare Educational Support Personnel Association, MEA, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board has a statutory obligation, pursuant to Act 336, Public Acts of Michigan for 1947, as amended by Act 379, Public Acts of Michigan for 1965, known as the Public Employment Relations Act, to bargain with the Association as the representative of its office personnel and Teacher Aides with respect to hours, wages, terms, and conditions of employment.

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for all Secretarial and Teacher Aide Personnel, including those on hourly, or class rate basis, and personnel assigned to newly created positions involving work within the unit as defined by the Michigan Employment Relations Commission, but excluding Central Office personnel and excluding other employees of the Clare Public School District.

B. Unless otherwise indicated, the term "Association", when used hereinafter in this Agreement shall refer to the Clare Public Schools Educational Support Personnel Association, MEA.

C. Unless otherwise indicated, the term "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

D. Unless otherwise indicated, the term "Board" when used hereafter in this Agreement shall refer to all supervisory and/or administrative personnel employed by the Clare Board of Education.

## ARTICLE II

### RIGHTS OF THE ASSOCIATION

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- A. The Association shall be provided with bulletin board, or sections thereof, for the purpose of posting Association materials. The Association shall also have the right to use the inter school mails to distribute Association material.
- B. The Association shall have the right to use school facilities for meetings when such facilities are not otherwise in use.
- C. Duly authorized representatives of the State and National levels of the Association shall be permitted on school properties to confer with Association members provided that this shall not interfere with nor interrupt normal school operations. The representative(s) will notify the office of the Principal of his/her presence.
- D. A bargaining unit member who is involved in a grievance hearing, Arbitration hearing or Negotiations with the Board shall be released from duties with no loss of pay when such proceedings are scheduled during working hours.
- E. Bargaining Unit Member's shall be represented by the Association President and/or her designee. The Association shall furnish in writing, to the Board, the names of the President and Vice-President upon their election or appointment. The President during working hours, without loss of time or pay, may represent bargaining unit members and present grievances to the Board. Should it become necessary for the President to leave his/her place of work in order to represent a Bargaining Unit Member, the President shall notify his/her supervisor and give the name of Bargaining Unit Member he/she is going to represent. The President shall notify the supervisor upon his/her return to work.
- F. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: Annual financial reports and audits; register of bargaining unit personnel; tentative budgetary requirements and allocations; agendas and minutes of all School Board meetings; treasurer's reports; membership data; names and address of all employees; salaries paid thereto; and such other information that is required to be disclosed under the Freedom of Information Act which may be necessary for the association to act on behalf of its membership.
- G. Employees covered by this Agreement who are members of the Association or have certified themselves as "non-members" of the

ARTICLE II  
RIGHTS OF THE ASSOCIATION

Association because of personal or private convictions, on the date the Agreement becomes effective shall be required, as a condition of continued employment, continue membership in the Association or continue to pay a Service Fee equal to Membership Fee for the duration of this Agreement.

- H. Upon written authorization from the Bargaining Unit Member, the Board shall deduct from the wages/salary of the Bargaining Unit Member and make appropriate remittance for PAC, annuities, credit union, or any other plans or programs jointly approved by the Association and Board.
- I. The authorized deduction of dues, service fees and/or voluntary contributions shall be made from a regular paycheck each month--September through June. The Board agrees to remit the proper amounts or money within ten (10) days after each payroll deduction to the designees of the Michigan Education Association accompanied by an alphabetized list of Bargaining Unit Members, the amounts deducted and a completed MEA RECAP form, such form to be provided by MEA. In cases when a deduction is made that duplicates a payment that a Bargaining Unit Member has already made to the Association or in any other situation where a refund is demanded by a Bargaining Unit Member, said refunds are not the responsibility of the Board once the Board has remitted all deducted monies to the Association.
- J. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding sections A through C of this Article of the collective Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board of its Agents.
  2. The Association has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
  3. The Association has the right to choose the legal counsel to defend any said suit or action.
  4. The Association shall have the right to compromise or settle any claim made against the board under this section.
- K. The Association shall be allowed five (5) association days per year. On such days members shall be released from duties without loss of pay, to conduct Association business.

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

- A. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.
- B. The Board shall have the right to hire all employees and subject to the provisions of the law, to determine their qualifications, and the condition for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.
- C. To determine classification of members of the bargaining unit.
- D. To 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 to the extent such specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.



ARTICLE IV

DISCHARGE OR DEMOTION

- A. No Member of the Bargaining Unit shall be disciplined, reprimanded, or reduced in rank or compensation or deprived of any advantage without just cause and due process.
- B. In the event any Member of the Bargaining Unit believes she has been unjustly dealt with according to Article IV, Section A, it will constitute a case to be handled in accordance with the grievance procedure.
- C. All employees hired shall be on probation for ninety (90) working days. At the end of this time period the employee shall either be dismissed or granted seniority back to the date of hire.

ARTICLE V  
RESIGNATION

- A. Any Bargaining Unit Member desiring to resign shall file a written resignation with the Superintendent at least fifteen (15) calendar days prior to the effective date. Failure to do so will cancel paragraph B of this article.
- B. Any Bargaining Unit Member who discontinues her services under the provision of Paragraph A. does not forfeit her right to earned vacation time. Earned vacation time does not accrue until twelve (12) months after the last anniversary date.
- C. Any employee may withdraw their resignation within five (5) working days of its submission.

ARTICLE VI

MATERNITY LEAVE

- A. The Board shall grant to any female member of the bargaining unit a disability leave of absence for the purpose of childbirth. Such leave shall commence when the member of the bargaining unit is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.
- B. In case any dispute as to whether a member of the bargaining unit, under this provision, is able to adequately perform the duties to which she is regularly assigned, the physician who has treated the member of the bargaining unit through her pregnancy shall make the final and binding determination.
- C. During the period of time, when the opinion of the member of the bargaining unit's physician the member of the bargaining unit is disabled because of pregnancy, she shall be paid her regular salary and deductions shall be made from her sick leave accumulation.
- D. The period of disablement for childbirth does not exceed the doctors recommendation.
- E. Should a member of the bargaining unit take optional leave prior to her period of disablement, she shall not be entitled to sick leave pay but will be covered by unpaid leave.
- F. Provided, however, that at the option of the member of the bargaining unit, the leave of absence may extend to the end of the school year in which the member of the bargaining unit commenced such leave of absence without pay.
- G. A member of the bargaining unit adopting a child shall receive similar leave which shall commence upon the placement of the child in the adoptive parent's home.
- H. Any member wishing to return from maternity/adoption leave shall submit such intention date in writing to the district at least two (2) weeks prior to the date of the leave. It is understood that if circumstances warrant an earlier return date, the earlier return date shall be permitted. The Bargaining Unit Member shall be returned to a position within her classification.

ARTICLE VII

PROTECTION OF THE MEMBER OF THE  
BARGAINING UNIT

- A. The Board recognizes that it is not the primary duty of secretaries and/or teacher aides to assume the responsibility for instruction of pupils in the classroom.
- B. Any case of assault upon a Member of the Bargaining Unit shall be promptly reported to the principal or the designated representative. The board will provide legal counsel to advise the employee of her rights and obligations with respect to such assault, and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.
- C. If any legal action is brought against a Member of the Bargaining Unit by reason of any school involvement, whether directed by a teacher or of an incidental nature or action taken by the employee against a student, the Board will provide assistance to the employee in her defense as is permitted under the Michigan School Code.
- D. Serious complaints by a parent of a student directed toward a Member of the Bargaining Unit shall be promptly called to the employee's attention in writing by the immediate supervisor and shall specify the name(s) of the complainant (unless he/she objects), the date, location, and details/circumstances of the complaint. The employee may submit written comments to be attached to the complaint materials in her personnel file or evaluation, or she may grieve the inclusion of said materials in her personnel file or in her evaluation.
- E. Members of the Bargaining Unit shall be expected to exercise reasonable care with respect to the safety of pupils and property.
- F. No derogatory information shall be placed in an employee's file without their prior knowledge. The Bargaining Unit Member shall have the right to review the information that is to be placed in her file and shall have the right to attach a written response, or to grieve the inclusion of such information in her personnel file. The Bargaining Unit Member shall have the right to have an association representative present during the review.
- G. There shall be no harassment, or discrimination of any kind by Administration Personnel against Association members on the basis of their membership or activities in the Association.

ARTICLE VII  
PROTECTION OF THE MEMBER OF THE BARGAINING UNIT

- H. Teacher aides shall have work loads consistent with reasonable expectancy.
- I. Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. Any safety hazard or dangerous situation that is reported to the administration shall be investigated and corrected, as soon as possible.

## ARTICLE VIII

### JOB DUTIES

- A. Job descriptions shall be distributed to new Bargaining Unit Members when hired by the District. Job descriptions shall be changed only upon notification to the Association.
- B. Each Job description shall include at minimum,
  - (1) Job title and description
  - (2) Minimum requirements and qualifications
  - (3) Specific statement or required tasks and responsibilities.
- C. Any evaluation of Bargaining Unit Members' work performance shall be based solely upon said job description. Each Bargaining Unit Member shall be evaluated once every three years by her immediate supervisor on the evaluation form mutually agreed upon by the Employer and the Association. If difficulties are noted, specific ways/means of improvement shall be identified and the evaluator shall provide positive assistance to rectify those difficulties. The signature of the Bargaining Unit Member on the evaluation form or a complaint shall simply mean that she has read the material and in no way shall such signature be construed to mean that she agrees with the contents of such material.

## ARTICLE IX

### VACANCIES, PROMOTIONS, AND TRANSFERS

- A. A designated Association member will be notified of newly created positions and vacancies. This includes any position of more than four weeks duration regardless of number of hours worked, but does not include student help.
- B. Insofar as practicable all vacancies will be filled by qualified people. Members of the unit shall be given preference if equally qualified. In the event two members or more of the bargaining unit are equally qualified for the job, it shall be awarded on the basis of seniority.
- C. No vacancy shall be filled, except on a temporary basis in case of emergency, until such vacancy shall have been posted at least five (5) days. Every attempt shall be made to fill the vacancy within fifteen (15) working days. If the vacant position is not filled, the Association shall be so informed.
- D. Transfer of secretaries from one location to another is to be minimized and shall be made with the students best interest in mind.
- E. Written requests for transfers will be considered on the strengths of the reasons given for transfer and with the students and the employees best interest in mind.
- F. Whenever possible request for transfers shall be acted upon favorably.
- G. When two or more bargaining unit members apply for the same vacancy, transfer, or newly created position, seniority will prevail.
- H. It is not the Board's intention to displace employees regularly employed in the Bargaining Unit with non-unit personnel.

ARTICLE X

SICK LEAVE

- A. One purpose of the sick leave allowance is to cover the absence of an employee from school because illness, injury, or disability. At the beginning of each school year, each employee will be credited with the following sick leave days which shall be allowed to accumulate from year to year, to a total of one hundred and thirty days (130).

Secretaries and Secretary-Clerks--12 days. Those employees on less than a 52 week assignment shall receive this benefit on a prorated basis.

Teacher-Aides--6 days, 6 of which are accumulative.

1. Personal Illness or Disability; the individual may use all or any portion of this leave to recover from their own illness or disability.
  2. A maximum of four (4) days per working year for illness in the immediate family defined as follows: father, mother, husband, wife, child, grandchildren and grandparents. Additional time may be granted at the discretion of the Superintendent or designee.
  3. A maximum of five (5) days for a death in the immediate family--spouse, father, mother, children, brother, sister, father-in-law, mother-in-law, grandchildren, and grandparents. Additional time may be granted at the discretion of the Superintendent or designee.
  4. Two (2) days for death of brother-in-law, sister-in-law, or person whose relationship to the employee warrants such attendance. Extension may be granted at the discretion of the Superintendent or designee.
- B. If there is a question of doubt regarding the illness of an employee, the Administration may require a doctor's statement verifying the illness or may require the employee to submit to a medical examination at no cost to the employee before sick leave is allowed.
- C. An employee may be required to submit to a medical examination and be released to return to work by a designated Board of Education physician. This examination shall be arranged for within two (2) days otherwise the employee will be returned to work or paid for the days off work beyond the two (2) days.



ARTICLE X  
SICK LEAVE Continued

- D. Any employee who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and her regular salary for the duration of the illness and the difference shall be charged against sick leave. The employee shall receive her full salary from the Board, and salary benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received.
- E. Any person who has accumulated sick leave in excess of those benefits granted by this contract shall retain the accumulated sick leave heretofore granted.
- F. The Board shall furnish each member of the Bargaining Unit a written statement in September and January setting forth the total sick leave credit.

ARTICLE XI

LEAVES OF ABSENCE

A. Leaves of Absence with pay:

1. All Members of the Bargaining Unit, who work less than ten (10) months shall receive one (1) personal business day.
2. Members of the Bargaining Unit who work in excess of ten (10) months, shall receive two (2) days for personal business which cannot normally be handled outside of school hours. A personal day cannot be used the day before or after a holiday or vacation period, the first or last day of the school term, or the first day of a hunting or fishing season, except with justification in writing to the Superintendent or his designee. The Administrator's decision on the justification will be final.
3. Employees working less than twenty (20) hours a week shall not be entitled to a personal business day.

B. Any employee called for jury duty during school hours, or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in an arbitration or fact-finding concerning Clare Public Schools shall be paid her salary plus any jury or witness fee for such time spent on jury duty or giving testimony.

C. Any employee whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay not to exceed 24 months from the time the illness began, to recover from such illness. This employee shall accumulate seniority, and will be returned to work if a job position is available and they are qualified for said position.

D. A Member of the Bargaining Unit may apply to be granted an unpaid health leave up to one (1) year without loss of seniority rights or accumulated sick leave, after she has been employed two (2) consecutive years when the health of a member of the immediate family, which shall be interpreted as father, mother, husband, wife, child, father-in-law, mother-in-law or dependent of the immediate household residence, warrants it. At the end of said leave, the employee must either return or resign in writing, unless a special extension (in writing) is recommended by the Superintendent or his designee.

E. Any member of the Bargaining Unit wishing to return from one of the preceding extended leaves shall be offered a position, if available and if qualified.

ARTICLE XII

INCLEMENT WEATHER

- A. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God, inclement weather, severe storms, fires, epidemic, or health conditions.
- B. On days when schools are closed for the above stated reasons, Secretaries and Secretary-Clerks are required to report to work. Aides will not report.

1. Language to be based on "snow day" language being negotiated for the teacher contract."

2. Secretaries and Secretary-Clerks

When school is closed for the above stated reasons, secretaries and secretary-clerks shall be paid their regular wages. If the Secretaries and Secretary-Clerks are unable to report to work on time due to the weather, there will be no loss of time if they report within 1 1/2 hours of their starting time. Lost time may be made up within a two (2) week period.

Secretaries and Secretary-Clerks will be allowed one (1) day compensatory time for each of the first two (2) days which are not required to be made-up. Compensatory time will not be allowed for the next five (5) days which are required to be made-up. Starting with the sixth (6th) required make-up day these employees will be allowed one (1) day compensatory time per day worked. Such time may be added to their vacation allotment or used as a day off with pay at a time mutually agreeable to the employee and supervisor.

- C. If Act 239 (Section 101-3) of 1984 requiring the makeup of cancelled days is repealed by the Legislature and/or declared illegal by the courts so that the District does not have to makeup cancelled days, the provisions of this contract providing for the makeup of cancelled days shall be null and void.

If the Act is amended in any way other than to repeal the makeup of cancelled days, and/or if a court rules on the Act so as to modify it but not repeal the makeup of cancelled days, the parties shall meet to review the changes in the Act and provide needed adjustments.

## ARTICLE XIII

### HOURS OF WORK FOR MEMBERS OF THE BARGAINING UNIT

- A. The normal working day for secretaries and secretary-clerks will be 7 1/2 working hours per day, 5 days a week. A 1/2 hour non-paid lunch period will be determined by the building administrator. The high school secretary and community education/counseling secretary will work 52 weeks per year. The middle school and primary school secretaries and all secretary-clerks will work at least 42 weeks per year; 2 weeks before, during and 2 weeks after the school year, subject to additional scheduling by the administration. The adult education secretary will work 48 weeks per year from August 1 through June 30 subject to additional scheduling by the administration.
- B. Aides will normally be employed 6 3/4 hours per working day, 181 days per year, subject to additional scheduling by the administration. A 1/2 hour non-paid lunch period will be determined by the building administrator.
- C. All members of the bargaining unit will be allowed a one hour lunch period when students are not in attendance.
- D. Aides will be notified 3 days in advance when required to work record days and/or in-service days.
- E. All Bargaining Unit Members shall be entitled to two (2) fifteen (15) minute relief times each work day. Except that Bargaining Unit Members working one half day or less shall receive one (1) fifteen (15) minute relief time.

ARTICLE XIV

VACATIONS AND HOLIDAYS

- A. All full time employees working twelve months shall receive two weeks paid vacation each summer following their first full years employment and three weeks each summer following completion of their tenth year of full time employment.
- B. All Secretarial-Clerical employees shall have the same vacation and holiday periods during the regular school year as certified employees.
- C. On July 1 of each year, vacations will be granted for services performed during the preceding school year. All vacation time so granted must be used during the following school year and cannot be carried over into the succeeding year without approval of Superintendent or designee. Any vacation denied by the Administration shall be paid and deducted from vacation time.
- D. Vacations may be split into one or more weeks, but must have the approval of the building principal.

All teacher aides and secretarial-clerical employees shall be paid for the following holidays:

Thanksgiving  
Day after Thanksgiving  
Christmas  
New Years  
Good Friday  
Memorial Day  
Labor Day

Provided above holidays fall within the normal school year.

ARTICLE XV

REDUCTION OF STAFF

- A. In the event of an unforeseen condition necessitating a reduction of staff, Bargaining Unit Members employed by the Clare Board of Education will be laid off under the following procedures:
1. A single district-wide seniority list shall be established for Teacher-Aide personnel.
  2. A single district-wide seniority list shall be established for Secretarial-Clerks.
  3. A single district-wide seniority list shall be established for secretaries.
- B. These lists shall be compiled whenever a reduction of the above mentioned staff is necessary. The person with the least seniority in that job classification shall be laid-off.
- C. "Length of service with the District" shall run from the last date of hire.
- D. When two or more above mentioned have the same length of service, seniority shall be determined by alphabetical order.
- E. When there is an increase in positions or hours following such a lay-off, the employee whose services have been so terminated, shall be re-employed in the reverse order of the lay-off.
- F. Laid off persons shall go on a substitute list on the basis of seniority.
- G. Assuming the laid-off personnel is assigned to a position and reports for duty the first opportunity following such lay-off, when properly recalled under the Master Agreement, (1) her seniority gained during past employment shall be retained and restored to her at the time of her recall and (2) her accumulated sick leave days shall not be cancelled as a result of said lay-off but shall remain credited to her use that year and thereafter.
- H. This lay-off procedure shall not apply to employees hired with State or Federal funds who are hired under restricted qualifications, if no one else qualifies.
- I. Temporary, Probationary and Substitute Personnel shall be laid off before any regular Bargaining Unit Member is laid off.

ARTICLE XVI

STRIKES AND RESPONSIBILITIES

- A. The Association agrees, on its own behalf that:
1. During the life of this Agreement, neither the Association nor any of its agents, or persons acting in its behalf, shall cause, authorize, or support nor shall any of its members take part in, any strike, that is, the concerted failure to report to work, or willful absence of any employee from her position, or stoppage of work or abstinence, in whole or part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.
  2. If the Association disclaims in writing to the Board responsibility for any activity prohibited hereby, it shall not be liable in any way therefore. Violation of this Agreement by any employee or group of employees, shall constitute good cause for their discharge or for the imposition of discipline or penalties without recourse to arbitration, provided however, that the questions of their participation shall itself be subject to arbitration.
  3. The Board of Education, in the event of violation of this Article, shall have the right, in addition to the foregoing and other remedies available by law to seek injunctive relief and damages for breach thereof against the Association.
  4. The Association recognizes that supervisory, administrative, and executive officials are excluded from the bargaining unit herein.
  5. Notwithstanding the foregoing, nothing contained herein, shall be construed as a waiver of any rights of the Association or its members which they may have under Section II of Acts 336, Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965 or which are otherwise provided by law.

## ARTICLE XVII

### GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement, the following Grievance Procedure shall be used:
1. A claim by a Member of the Bargaining Unit or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as provided herein.
  2. Step I. The Member of the Bargaining Unit or the Association shall first present the matter to the building principal or immediate supervisor within ten (10) working days of learning of an alleged violation, misinterpretation or misapplication. If satisfaction is not obtained within ten (10) working days the employee and/or the Association may proceed to Step II.
  3. Step II - Below:
    - (a) Within ten (10) working days, the issue shall be reduced to a written grievance upon the form provided, identifying the issue or issues and stating what article or articles and sections of the contract are involved.
    - (b) Within ten (10) working days after the grievance has been reduced to writing, signed by the Member of the Bargaining Unit or the Association, and presented, the Association's grievant, and one member of the Association, or their representative, shall meet with the principal or supervisor and one member of the school administration appointed by the superintendent.
    - (c) Within ten (10) working days, the principal or supervisor, and other member of the school administration shall write their answer to the grievance on the grievance form and the principal or supervisor, and other member of the school administration, the Association's representative, shall sign showing their concurrence or nonconcurrence.
    - (d) Within ten (10) working days of receiving the decision reached in Step II, if the Member of the Bargaining Unit or the Association are not satisfied with the results, they may proceed to Step III by so indicating in writing to the Superintendent.
  4. Step III - Within ten (10) working days of receipt of written notification by the Superintendent, a meeting will be held between three (3) officers of the Association and three (3) representatives of the Board. If satisfaction is not achieved at this meeting, the Member of the Bargaining Unit or the Association may proceed to Arbitration.



## ARTICLE XVIII

### ARBITRATION

- A. Any grievance remaining unsettled at the conclusion of the Grievance Procedure outlined in Step III of this Agreement may be submitted to arbitration by either the Board or the Association under the following conditions:
1. The matter to be arbitrated must concern the application or interpretation of this Agreement, either as to the meaning of its terms or as to the rights of either party under these terms, or as to whether some action which has been taken is justified according to these terms.
  2. The party that chooses to submit any unsettled grievance to arbitration must notify the other party in writing with ten (10) working days of the conclusion of Step III of the Grievance Procedure, except that either party may request in writing an extension of time to notify, but in no event shall such time limit be extended beyond forty-five (45) calendar days after the conclusion of Step III of the I Grievance Procedure. Such notification shall identify the grievance and the issue and shall state what part, or parts, of the contract is, or are, involved. Any grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.
  3. Within twenty (20) days after receipt of such written notice, provided for in paragraph two (2) above, the Board and the Association shall attempt to select a single arbitrator acceptable to both parties. If no mutual selection can be agreed to the parties will submit the selection to the American Arbitration Association for facilitation.
  4. The rules and guidelines of the American Arbitration Association shall be followed.
  5. The arbitrator may interpret this Agreement and apply it to the particular case submitted to him, but he shall, however, have no authority to add to, subtract from, or in any way modify the terms of this Agreement, nor shall he have any authority to limit or change any policies, practices or rules, except as they may involve an application or interpretation of this Agreement; nor shall he have any authority to formulate, or add any new policies or rules, nor substitute his discretion for the Board's discretion in cases where the Board is given discretion by this Agreement. In the event any disciplinary action taken by the Board is made the subject of an arbitration proceeding, the arbitrator's authority shall, in addition to the limitations set forth herein, be limited to the determination of the questions of whether the Member of the Bargaining Unit involved had been disciplined for proper cause.

ARTICLE XVIII  
ARBITRATION Continued

If the arbitrator finds that the penalty assessed by the Board is excessive for the offense or offenses committed, he may modify that penalty. It is further understood that salary schedules incorporated in this Agreement shall not be subject to arbitration, and the arbitrator shall have no authority to establish or change any salary schedule. The arbitrator shall have no authority to rule on any issue or dispute arising under or in connection with any Pension Plan or Insurance Program.

6. The arbitration fees and expenses shall be shared by the parties involved in the grievance.
- B. Retroactive Adjustments - No decision of an arbitrator or of the Board in one case shall create a basis for retroactive adjustment in any other case.
  - C. Withdrawal of Cases - A case on which an arbitrator has been given authority to rule shall not be withdrawn except by mutual consent of the parties to this Agreement.
  - D. Decisions Final - The decision of the arbitrator shall be final and binding upon the Board, the Association and the Member of the Bargaining Unit involved.

ARTICLE XIX

RETIREMENT

- A. In appreciation for services to the school district, a terminal leave payment of fifty dollars (\$50.00) per year of service in the district will be paid upon retirement up to a maximum of eight hundred dollars (\$800.000), provided the member of the bargaining unit shall have been employed in the school district for ten (10) years, and permanently retires from the Clare Public Schools.

ARTICLE XX

INSURANCE PROTECTION

- A. Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to provide each Secretarial, and Secretarial-Clerical, sixty-five percent (65%) of the full family Blue Cross/Blue Shield Insurance Premium (1985-86 = \$1,840) rate each school year, to be used toward one, or more, of the insurance programs listed in this paragraph.

All full time Secretarial-Clerical employees shall be allowed to participate in the insurance program provided they are eligible. Secretarial-Clerical employees working at least half time, but less than full time will be eligible for half benefits.

Secretarial-Clerk eligibility for the insurance programs available is dependent upon the willingness of insurance carriers to provide coverage. The Secretarial-Clerical employees may elect one or more of the following options:

1. Blue Cross-Blue Shield Health Insurance Program.
2. Michigan Education Special Services Association (MESSA) Insurance underwritten by Blue Cross-Blue Shield.
3. The MESSA/MEA Variable Option package will include:

\$10 A Day Plan-Hospital Confinement Indemnity Insurance  
Additional Life Insurance  
Survivor Income Insurance - \$200/\$100 Plan  
Short Term Disability Income Insurance  
Dependent Life Insurance  
MESSA's Delta Dental Plan  
MEA Group Term Life  
MEA Automobile Insurance  
MEA Tax-Deferred Annuities  
MEA Personal Accident Insurance

- B. The Board shall make payment of insurance premiums for each employee to insure insurance coverage for the twelve-month period commencing September 1 and ending August 31. In instances where cost of coverage exceeds the amount of the subsidy, the Board shall make provisions for the excess to be payroll deductible.
- C. Beginning with the 1989-90 school year and every year thereafter, the Board agrees to provide 45% of the full family Blue Cross/Blue Shield Insurance premium to those aides who need health insurance. This allotment shall only be applied toward the payment of health insurance premiums for eligible individuals.

ARTICLE XXI

AGENCY SHOP

- A. Any person who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties shall as a condition of employment, pay as a Representation Benefit Fee to the Association an amount equal to the Professional Dues of the Association. In the event that a member shall not pay such Representation Fee directly to the Association, the Board may cause the termination of employment of such person. The parties expressly recognize that the failure of any person to comply with the provisions of this Article is just and reasonable cause for discharge from employment, since the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder. Dues deductions will be made through the payroll deduction plan with procedures set up by the Superintendent and the President of the Association.

The procedure in all cases of discharge for violation of this shall be as follows:

1. 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) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the board in the event compliance is not effected.
  2. If the employee fails to comply, the Association may file charges in writing with the Board, and shall request termination of the person's employment. A copy of the notice of non compliance and proof of service shall be attached to said charges.
  3. The Board designee, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.
- B. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding sections A through B of this Article of the collective Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:

ARTICLE XXI  
AGENCY SHOP Continued

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its Agents.
2. The Association has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE XXII

TRAINING AND EDUCATION

- A. The Board will attempt to schedule inservice programs to upgrade the skills of Bargaining unit members without loss of pay for said employees. The Board will also consider requests from the Association for inservice programs.
  
- B. Any Bargaining Unit member may request a leave of absence for educational purposes. Upon Board approval of said request, the unpaid leave of absence may be taken without loss of accumulated sick days, pay step placement, vacation days and seniority. This leave may be extended upon request. Upon return, the employee shall be offered a position if available. In the event a leave is taken for less than 20 weeks, the employee shall be returned to his/her previous position.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms. The Board agrees to provide the Association ten (10) copies of the Board Policies when completed.
- B. Copies of this Agreement shall be printed at the expense of the Board and made available to all Members of the Bargaining Unit now employed or hereafter employed by the Board.
- C. If any provisions of this Agreement, or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other applications shall continue in full force and effect.
- D. Either side may request an articulation meeting with three (3) days written notice to the other side.
- E. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- F. Teacher-aides shall not teach per se, and shall not have complete charge of a class for more than one hour at a time, except in case of an emergency. Nor shall any Bargaining Unit member be required to administer medicine in the classroom or in the office.
- G. All teacher-aides shall be notified of their employment at least one week in advance of the opening of the school year. When possible 2 weeks notice will be given.



ARTICLE XXIV

DURATION OF AGREEMENT

- A. This Agreement constitutes the entire collective bargaining negotiations on all subjects for the term of this Agreement, and shall become effective as of July 1, 1988 and shall continue in full force and effect and be legally binding on the parties hereto, until June 30, 1991.
- B. In any negotiation described in the Article, neither party shall have control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratifications.
- C. The parties agree to meet on or before April 1, 1991 to set a date to commence negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employee Relations Commission or take any other lawful measure it may deem appropriate.

IN WITNESS THEREOF, the parties hereunto set their hands and seal this

\_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

CLARE BOARD OF EDUCATION

CLARE EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Chairman, Negotiating Team

By \_\_\_\_\_  
Secretary

ARTICLE XXV  
SALARY SCHEDULE

	1988-89    (4.8%)		
	1st year	2nd year	3rd year
Secretarial	14,879.09	15,820.81	17,116.61
Secretarial/Clerical	11,669.72	12,430.63	12,752.06 (6.54/hr)
Aides	5.53/hr	5.96/hr	6.13/hr
	1989-90    (5%)		
	1st year	2nd year	3rd year
Secretarial	15,623.04	16,611.85	17,972.44
Secretarial-Clerical	12,253.21	13,052.16	13,389.66 (6.87/hr)
Aides	5.81/hr	6.26/hr	6.44/hr
	1990-91    (5.2%)		
Secretarial	16,435.44	17,475.67	18,907.01
Secretarial-Clerical	12,890.38	13,730.87	14,085.92 (7.23/hr)
Aides	6.11/hr	6.58/hr	6.77/hr

Secretarial and Secretarial-Clerical employees who work less than twelve (12) months will be prorated on the salary schedule.

When an aide subs for a secretary after ten (10) consecutive days the aide will be placed at the first step of the classification.

PROFESSIONAL GRIEVANCE REPORT

CLARE PUBLIC SCHOOLS

Grievance No. \_\_\_\_\_

School Building \_\_\_\_\_

Bargaining Unit Members' Date Cause of  
Assignment: \_\_\_\_\_ Grievance Occurred: \_\_\_\_\_

Date Grievance was first presented to Building principal or Supervisor \_\_\_\_\_

Date of filing written Grievance: \_\_\_\_\_

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STATEMENT OF THE GRIEVANCE (including article and section of Master Agreement  
allegedly violated, misinterpreted, or misapplied):

RELIEF SOUGHT:

\_\_\_\_\_  
Signature of Association Representative

\_\_\_\_\_  
Signature of Grievant (Use space below for  
additional signatures if more than one  
grievant.)

Date: \_\_\_\_\_

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PRINCIPAL, (OR SUPERVISOR) AND OTHER ADMINISTRATOR'S DISPOSITION:

\_\_\_\_\_  
Signature of Principal or Supervisor

\_\_\_\_\_  
Signature of Administrator Appointed by  
Superintendent

ASSOCIATION'S DISPOSITION

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

\_\_\_\_\_  
Signature of Association Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Association Rights and  
Responsibilities Committee Member

\_\_\_\_\_  
\_\_\_\_\_

