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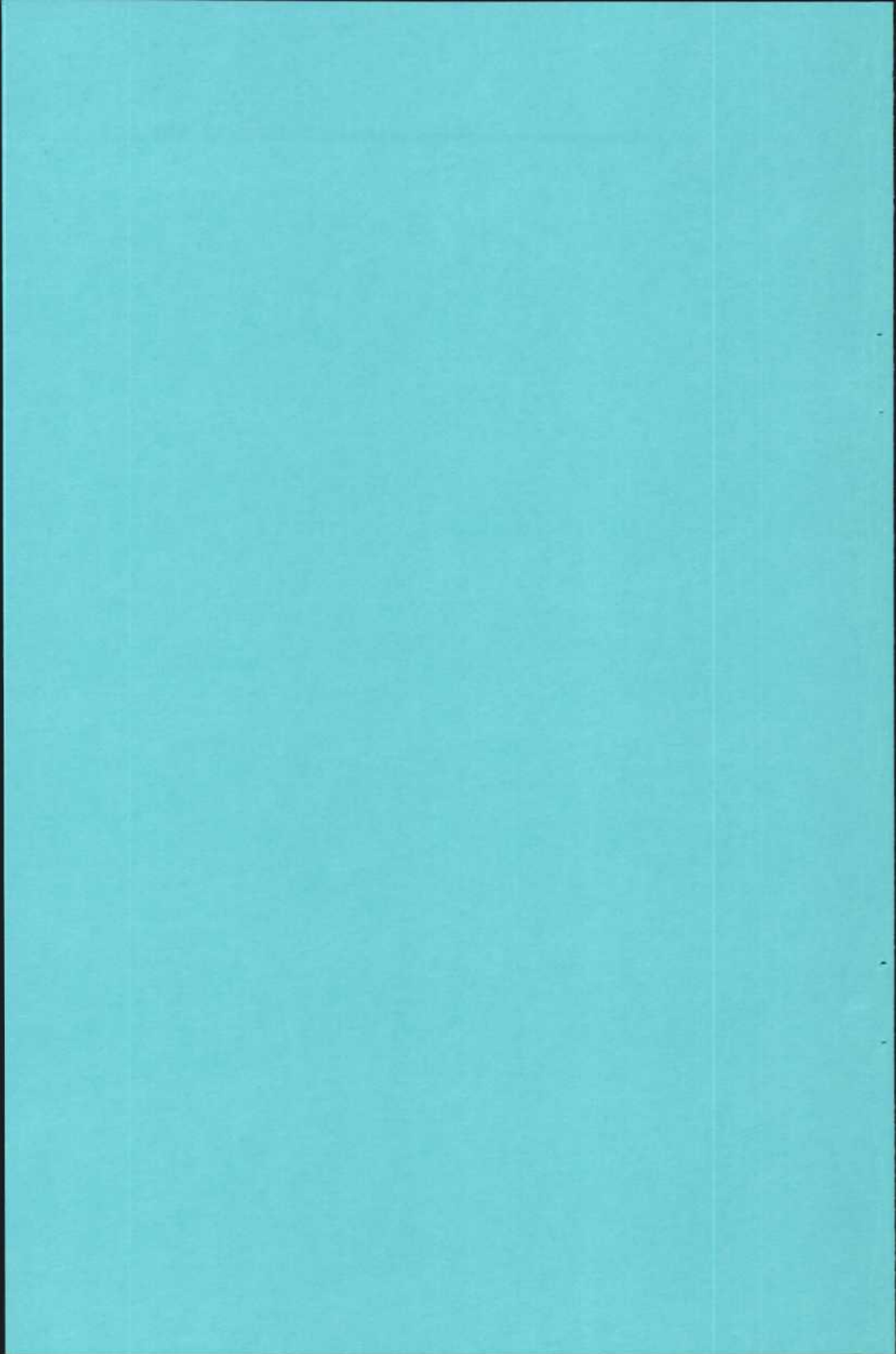
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AGREEMENT BETWEEN
EAST DETROIT BOARD OF EDUCATION
AND
EAST DETROIT EDUCATIONAL SECRETARIES ASSOCIATION

East Detroit Public Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

OCTOBER 1, 1987
TO
SEPTEMBER 30, 1990



AGREEMENT
BETWEEN
EAST DETROIT BOARD OF EDUCATION
AND THE
EDUCATIONAL SECRETARIES ASSOCIATION

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AGREEMENT

between

EAST DETROIT BOARD OF EDUCATION

and the

EAST DETROIT EDUCATIONAL SECRETARIES ASSOCIATION

THIS AGREEMENT entered in this 12th day of June, 1987, by and between the BOARD OF EDUCATION of the East Detroit Public Schools, School District of the City of East Detroit, Macomb County, Michigan, or its survivor, hereinafter called the "Employer" and the EAST DETROIT EDUCATIONAL SECRETARIES ASSOCIATION, hereinafter called "E.D.E.S.A."

(The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.)

ARTICLE I

Recognition

- A. The Board hereby recognizes the E.D.E.S.A. as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all personnel engaged in work related to secretarial and clerical duties including, but not limited to secretaries, clerks, bookkeeping machine operators, machine operators, receptionists, switchboard operators, typists and stock clerks.
- B. For the duration of this Agreement, the Board agrees not to negotiate with any organization other than the E.D.E.S.A. representing the employee recognized in Article I, Section A.
- C. Employees may at any time sign and deliver to the Board an assignment, authorizing deduction of membership dues and assessments of the Association, and such authorization shall continue in effect from year to year unless revoked in writing between June 1st and October 1st of a given year.
- D. Each member of the Bargaining Unit shall be free to join or not to join the Union, and no member shall be penalized for not becoming a member of the Union. Following execution of this agreement, each member of the Bargaining Unit shall either:
Be a member of union and execute an authorization for payment of Union dues annually, or execute an authorization for payment of a service fee equal to the Union dues to be paid to the Union for benefits received by the member as a result of collective bargaining and other services in his/her behalf by the Union. Such authorization shall be executed within twenty (20) days following ratification of this Agreement by the Union and the Board.
If a member of the Bargaining Unit refuses to execute an authorization permitting deduction by the Employer, he shall be dismissed from employment in the district at the close of the first semester.
The Union agrees to reimburse the Board for the amount of any money deducted by the Board and paid to the Union, which deduction is, or may be determined to be illegal and improper, or is in excess of a proper deduction. The Union further agrees to hold the Board harmless for any claims, deductions, costs and attorney fees incurred by the Board in connection with this article of the contract.

ARTICLE II

Definitions

- A. Whenever the term "Board" is used, it shall mean the Board of Education of the East Detroit Public School District and shall include its designee upon whom the

Board has conferred authority to act in its place and stead.

- B. Whenever the term "Association" is used, it shall mean the East Detroit Educational Secretaries Association and shall include its designee upon whom the Association has conferred authority to act in its place and stead.
- C. Whenever the term "Employee" is used, it is to include any member or members of the bargaining unit.
- D. Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place and stead.
- E. Whenever the term "Immediate Supervisor" is used, it shall mean the administrator of any work location or functional division or group.
- F. Whenever the term "Association Representative" is used, it shall mean the employee designated by the Association to represent an individual or group of employees.
- G. Whenever the term "grievance" is used, it shall mean a complaint by an employee or group of employees based on an alleged violation of one or more of the expressed provisions of this Agreement.
- H. Whenever the term "work year" is used and preceded by a number, the number shall designate the approximate number of weeks in the employee's work year.
- I. Seniority shall be defined as continuous years of employment in the bargaining group from the first day of employment. The effective date will be the day, month and year the employee was eligible for pay in a bargaining unit position.

ARTICLE III

Association and Employee Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan, or the Constitutions of Michigan and the United States, and that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership

in the Association or collective professional negotiations with the Board, or his institutions of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. The Board specifically recognizes the right of its employees to appropriately invoke the assistance of the Michigan Employee Relations Commissions or a mediator from such public agency.
- C. Members of the Association shall have the right to use school building facilities and equipment at all reasonable hours. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Established media of communications shall be made available to the Association.
- D. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the allocation of funds and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint.
- E. The Association shall receive a semi-annual report (November 1 and April 1) of all employees covered under this Agreement, stating name, place of assignment, date of employment, employee classification, wages and work year.

ARTICLE IV

Fair Employment Practices

- A. **Discrimination** - Neither the Employer nor the E.D.E.S.A., nor their agents shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, age, political activities, religion, height, weight, or past participation in the activities of any employee organization.
- B. **Outside Activities** - No religious or political activity of an employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private, personal life of an employee is not within the appropriate concern or attention of the employer except as it might adversely reflect upon the employer.

ARTICLE V

Strike and Picket Prohibition

- A. Participation** - It is agreed that during the term of this Agreement there shall be no strikes. "Strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part, from the full, faithful and proper performance of the duties of employment. It is further agreed that neither E.D.E.S.A. nor its agents or members shall sponsor picketing or threaten to sponsor picketing during the term of this Agreement.
- B. Protection** - Should another organization within the School District sponsor picketing or strike, the secretaries agree to make a reasonable effort to report for work providing the employer provides a safe and available place for performance of duties.

ARTICLE VI

Compensation, Overtime, Legal Holidays, Release Time

- A. Wage and Classification** - The wage and classification of an employee covered by this agreement is set forth in Schedule A and B respectively.
- B. Work Schedule** - The normal work schedule shall be a seven and one-half (7½) hour day and thirty-seven and one-half (37½) hour week, Monday through Friday. Overtime worked in excess of seven and one-half (7½) hours in any one day, or on Saturday shall be paid for at one and one-half (1½) times the regular hourly rate except that an employee shall be paid double time for working on Sundays and/or holidays, double time on holidays and/or Sunday means that an employee shall receive his/her holiday pay, plus double time for all hours worked. When school is not in session, an employee shall work only thirty-five hours per week. Overtime shall be paid after thirty-five hours in a week or seven (7) hours in a day.
1. For the purpose of this Agreement, school is not in session when, according to the official school calendar, neither students nor teachers are in full day attendance.
 2. Employee work schedules may vary due to the special needs and circumstances peculiar to buildings and/or departments. Employees are expected to report for duty within the organizational pattern of the building or department.
 3. An employee, excluding an employee continuing a regular day, required to report for overtime duty, shall be guaranteed at least two (2) hours pay at the rate of time and one-half.

- C. **Holidays** - Employees within the bargaining unit shall receive a holiday with pay at the employee's current regular rate for the following holidays that fall within their regular work year.
- New Year's Day
 - Good Friday
 - The Monday immediately following Easter Sunday
 - Memorial Day
 - July 4
 - Labor Day
 - Thanksgiving Day
 - One full day immediately preceding Christmas
 - Christmas Day
 - The day after Christmas
 - One Full day immediately preceding New Year's Day
- Should a holiday fall on Saturday, Friday shall be considered as a holiday. Should a holiday fall on Sunday, Monday shall be considered a holiday.
- D. **Professional Growth** - Employees may be released from regular duty without loss of pay one (1) day in the Fall and one-half (1/2) day in the Spring of each year, when school is not in session, for the purpose of participating in meetings, workshops or in-training programs approved or sponsored by the employer. Any employee required to work on such release days shall be reimbursed double time.
- E. **Continuing Education** - Employees approved to attend training sessions, workshops or seminars shall have the expenses of registration, travel, room and board and any lost wages paid for by the school district.
- F. **T.B. Tests** - All members of the bargaining unit shall be required to have on file evidence of freedom of T.B. as required by State Law. The Board will make provisions for a free T.B. skin test during the spring of the year.
To accomodate employees and comply with the three year regulation, TB skin tests will be offered in 1988, 1990 and every third year thereafter.
- G. **Night differential** - See Schedule "A".

ARTICLE VII

Hours of Work and Employment Conditions

- A. **Assignments** - The Employer recognizes the principle of a normal work week of thirty-seven and one-half (37½) working hours and will establish work schedules and work assignments which can reasonably be completed within the established work week. The Employer shall not require Employees regularly to work in excess of such established work week, and, when temporary work loads dictate, additional help may be necessary.
- B. **Relief Periods** - Employees shall be entitled to a ten (10) minute period in the morning and in the afternoon. An employee shall be entitled to a duty-free uninterrupted lunch period of one (1) hour.
- C. **Full Time** - Any Employee whose position has an annual work period of forty (40) weeks or more on a normal thirty-seven and one-half (37½) hour week is entitled to all benefits under this Agreement. A full time employee shall not be required

to assume the responsibilities of an absent employee except in short term emergencies. If a full time employee is directed by a supervisor to assume the responsibility of an absent employee in a higher classification for longer than one full day, he/she shall receive the appropriate salary step until relieved of the additional responsibility.

- D. **Seniority** - Seniority shall be defined as continuous years of employment in the Bargaining group from the first day of employment. The effective date will be the day, month and year the employee was eligible for pay in a Bargaining Unit position.
- E. **New Jobs** - Whenever a new job is placed in the unit and cannot be placed in an existing classification, the Employer will notify the E.D.E.S.A. prior to establishing a classification and structure. In the event the E.D.E.S.A. does not agree that the description and rate are proper, it will be subject to grievance procedure.
- F. **Probation** - Every hire shall be considered a probationary employee for the initial sixty (60) working days of his/her employment. Such probationary employee shall receive a written evaluation of their performance no later than forty (40) working days subsequent to the date of hire. Upon satisfactory completion of the probationary period, the employee shall be deemed to be a regular employee eligible for benefits with the seniority retroactive to the date of hire.
- G. **Uniforms and Chauffeur's License** - The warehouse supply control man will be furnished four (4) uniforms, one (1) jacket and chauffeur's license annually.
- H. **Mileage and Meals** - An employee shall be paid twenty (20) cents per mile when using his/her car for school business. If an employee is required to be away from his/her building at lunch or dinner time, the employer shall reimburse the employee for such lunch or dinner. Written requests for reimbursements shall be authorized by the immediate supervisor and sent to the Assistant Superintendent of Business Services. Personnel may elect to receive reimbursement and a tax letter stating the exact amount of reimbursement.
- I. **Copies of this Agreement** shall be provided at the employer's expense for presentation to all employees now employed or hereafter employed by the Board. The Association will be provided with additional copies for the Association's use.
- J. **Re-Hire** - An employee who voluntarily terminates employment and is re-hired shall be considered as a new employee.
- K. **Special Conferences** - Special Conferences for important matters shall be arranged between the E.D.E.S.A. President or an authorized representative and the designated representatives of the employer upon request of either party. Arrangements, including the number of representatives, for such special conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in a special conference may held between the hours of 9:00 a.m. and 4:00 p.m. The E.D.E.S.A. members shall not lose time or pay for the amount of time spent in such special conferences held during working hours.

- L. **Opportunity for Growth** - An opportunity, periodically, will be extended to the membership for professional growth. The Association and the Management will jointly plan formalized in-service training program.
- M. **Physical Examinations** - New employees will be required to pass standard physical examinations at the expense of the Board of Education prior to employment. Present employees shall be required to take and pass a physical examination, by a physician selected and paid for by the Board of Education, if the pattern of attendance or behavior warrants it.
- N. **Association Business** - When approved by the immediate supervisor, reasonable time may be allocated to the President and/or Chief Steward to conduct or properly process Association grievances or potential grievances during working hours.
- O. **Less than 52 week employees** interested in working during the summer shall notify the Employee Services Office in writing by May 1st of their interest and availability.
- P. **Qualification tests** shall be valid for a period on one (1) year after completion of the test.

ARTICLE VIII

Vacancies, Transfers, Lay-off, Demotions and Recall

- A. **Posting of Job Openings** - Whenever any vacancy or new position in the district arises, the Board shall publicize the same by notifying each employee within five (5) working days. The posting will include classification qualifications required, wage schedule, and contemplated work year. The Board will attempt to fill posted positions within ten (10) days from the date of the vacancy.

Lateral movements will be limited to once every six months per employee. Each lateral movement will be subject to a thirty (30) day probationary period.

Vacancies shall be filled on the basis of qualifications of the applicant. Present employees will be given preference over outside applicants. Where qualifications are equivalent, the most senior qualified employee shall receive the preference. Every qualified applicant will be entitled to an interview. In the event that a qualified applicant cannot be found at the starting wage because the qualifications required demand exceptional proficiency, placement on an advanced step in the wage scale may be granted upon prior consultation with the E.D.E.S.A. President or Designee.

- B. **Transfers** - An employee transferring to another position or classification within the bargaining unit, shall carry all earned seniority to the new position after a thirty (30) working day trial. Should the employee not complete this trial period, he/she may return to his/her previous position without loss of seniority.
- C. **Lay-Off** - The word "lay-off" means a reduction in the working force due to a decrease of work or lack of operating funds. In the event a lay-off is necessary, the following procedure shall be followed:

1. Members of the bargaining unit to be laid off shall be provided at least five (5) calendar days notice of the lay-off and the E.D.E.S.A. president shall receive a list from the Employer of the employee or employees being laid off, on the same date that the notices are issued to the employees.
 2. Probationary personnel shall be laid off first.
 3. In the event it becomes necessary to lay-off personnel, the employee laid off from his/her classification may exercise his/her district seniority to displace the least senior employee in their classification; the duties of which he/she is capable of performing as determined by management. Employees displaced under this procedure may, likewise, displace other employees in a lower classification on the same basis. However, an employee may have the option of taking a voluntary lay-off in the event they are displaced to a job which would increase or decrease their present work year.
 4. If an employee is laid off, he/she would be entitled to his/her accrued vacation. Employees will be eligible for pro rata longevity the first anniversary of their lay-off.
 5. While lay-off exists within the District, no person outside the bargaining unit shall perform any clerical duties normally assumed by members of the bargaining unit (co-op students, aides, substitute secretaries, Federally funded employees, etc.).
- D. **Recall** -Laid off employees shall be recalled in order of seniority (most senior first). In the event an employee has selected voluntary lay-off as provided in C 3., such employee shall be recalled only to a position with the same work year schedule as when laid off.
- E. **The Board** -agrees to notify the Association President in writing, of new hires and any change in job status of bargaining unit members.

ARTICLE IX

Discharge, Suspension and Reprimand

- A. No discharge shall be without just cause.
- B. **Absences** - The Association respects the right of the Board of Education to expect the employees to be physically fit to be on the job without numerous and/or erratic attendance patterns. Employees failing to establish acceptable attendance patterns shall be subject to the following disciplinary action:

1st Warning Verbal

- 2nd Warning Written Reprimand
- 3rd Warning 1 day disciplinary lay-off
- 4th Warning 3 days disciplinary lay-off or dismissal

C. **Tardy** - The Association respects the right of the Board of Education to establish reasonable hours of work. Employees failing to follow these regulations shall be subject to the following disciplinary action:

- 1st Warning Verbal
- 2nd Warning Written Reprimand
- 3rd Warning 1 day disciplinary lay-off
- 4th Warning 3 days disciplinary lay-off or dismissal

D. In the event a secretary shall be discharged, suspended or reprimanded, and she believes she has been unjustly dealt with, such discharge, suspension or reprimand shall constitute a case arising under the method of adjusting grievances set forth herein. However, the E.D.E.S.A. President may request a special conference prior to commencement of grievance procedures.

E. **Suspension** - The Superintendent or his representative may temporarily suspend an employee from duty without pay until a meeting with the Board of Education. In the event that the suspension is found to be unjust, the employee shall receive full compensation for all time lost and full restoration of all other rights and conditions of employment.

F. Past personnel records of a detrimental nature which occurred more than two (2) years in the past, will not be taken into account when considering promotion, discipline and/or discharge of an employee.

ARTICLE X

Resignation

A. **Notice to Employee:** An employee desiring to resign should, whenever possible, file a resignation form with the Board at least ten (10) days prior to the effective date of the resignation. An employee who resigns, shall not forfeit his/her right to earned vacation time and accrued longevity earned.

ARTICLE XI

Leaves of Absence

A. Sick Leave

1. Sick leave shall be earned at the rate of one (1) day for each 150 hours paid. Employee absence due to the following causes, may be charged against sick leave allowance: Maternity, personal injury or illness.
2. New employees shall be entitled to sick leave benefits, at the end of their probationary period.
3. An employee shall be given credit for sick days at the beginning of each year (July 1), If the employee does not finish her year of employment, the used, unearned sick leave shall be deducted from the final pay check.
4. Sick Leave Bonus will be paid the first pay period after June 30, for sick leave days accumulated, according to the following schedule:

Amount of Bonus	Days by June 30
\$ 75.00	36 through 71
150.00	72 through 107
225.00	108 through 149

One half of the employee's wage shall be)
paid each year for 150 or more days)
accumulated and not used, or \$225) 150 through 159

One half of the employee's wage shall be)
paid each year for 160 or more days)
accumulated and not used, or \$300,)
whichever is greater) 160 or more

5. An employee shall continue to accumulate seniority while on sick leave.
6. Sick leave may be used to apply to illness in the immediate family, not to exceed ten (10) days per year. Immediate family shall be defined as mother, father, spouse, son, daughter or other persons in similar relationship to the family household.
7. Employees shall be given an accounting of accumulated sick leave each September.
8. Unused sick leave days shall be maintained in each employee's bank and

when used, payment shall be equal to the current daily rate of salary.

9. An employee while on sick leave, shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, except when it is specifically stated otherwise.
10. The Board reserves the right to require reasonable proof of illness including a doctor's certificate where a pattern of sick leave use indicates abuse.

B. Sick Bank

1. All members of the E.D.E.S.A. who have completed one (1) year of employment with the School District shall participate in the sick bank.
2. Each participating member shall contribute one (1) day of his/her sick leave to the bank when the existing bank has been reduced below 400 days. The Board of Education shall contribute an equal number of days to the E.D.E.S.A. sick bank. Unused accumulated sick leave of any E.D.E.S.A. member leaving the system shall be donated to the bank.
3. The sick bank will not be used for any purpose except an illness or injury that requires a doctor's service.
4. Withdrawal from the sick bank shall be thirty (30) days for any one illness or injury. Once each year, on July 1, the committee will re-evaluate the whole program to see if an increase in benefits can be made.
 - a. Extension may be granted upon written request to the sick bank committee along with certification by a physician.
5. A member may use the sick bank only once in a year for the same illness or injury, except in case of recurrence or complications of the same illness or injury. He/she than may use the remaining days of the original request.
 - a. A member will be eligible for the use of the sick bank on the eleventh (11th) working day that he/she is off work due to illness.
6. Application for withdrawal from the sick bank shall be submitted to the chairperson of the Sick Bank Committee selected by the E.D.E.S.A. President. This committee shall review and approve or disapprove all requests for withdrawal. However, if the Committee concludes that the sick bank policy is being abused, the Board of Education shall have the final decision as to a request for withdrawal.

The Board of Education reserves the right to require a second medical

examination to substantiate the validity of said request for extension.

7. If an employee has exhausted his/her accumulated sick leave allowance, the Board of Education shall consider the merits of the employee's situation and may, on the basis of the employee's employment and service record, advance sick leave allowance. Otherwise, absence in excess of the employee's accumulated sick allowance or, for reasons other than those hereinbefore specified, shall result in loss of pay.

C. Medical Leave

1. An employee may be granted up to one (1) year leave of absence without pay, due to personal or immediate family illness, or for other justifiable reasons. Such leave of absence shall not accumulate seniority.
2. Written application for such leave shall be made by the employee to the Board through its representatives.
3. Leave of absence as described shall be without pay from Employer.
4. An employee returning from leave of absence due to personal illness, with a physician's statement, shall be placed in the same position held when leave began. The Board reserves the right to have an employee examined by its own physician before his/her return to work. This shall be at the expense of the Board of Education.
5. If the leave granted is not sufficient for recovery, the employee may request a further leave of absence.
6. Maximum leave shall not exceed two (2) years.
7. An employee's leave of absence cannot be rescinded unless such employee has not adhered to the terms or conditions under which the leave was granted; i.e., an employee on leave of absence who accepts employment elsewhere.

D. Personal Business

A member of the bargaining unit may use five (5) days of his/her sick leave allowance annually for any reason, except outside employment, upon two (2) days advance written notice except in case of emergencies. No more than three (3) consecutive days will be granted without prior approval.

Personal leave days will not be used the day preceding or following a legal school holiday without written prior approval. Legal school holidays shall be as defined in the annual school calendar.

E. Bereavement

A member of the bargaining unit shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave, for a death in the family. Family shall be defined as : mother, father, sister, brother, spouse, daughter, son, grandparent, grandchild, all in-laws in the family, or any person in loco parentis. The Board shall consider the place of death and relationship of the deceased to the employee and may extend one or two additional funeral leave days upon written request.

F. Maternity Leave

A leave of absence without pay shall be granted to a female employee because of pregnancy. This employee shall be allowed to continue her employment until such time as agreed upon by the employee and her physician, providing she is physically able to perform her duties. An employee shall furnish notice to her immediate supervisor ten days prior to beginning leave.

An employee granted maternity leave shall be entitled to return to her former position upon presentation of a doctor's certificate that the employee can resume her duties without detriment to her health. Said leave will not be more than one (1) year in duration.

If at any time during the pre-or postnatal period there is a dispute between the employee and the Board as to her abilities to perform her duties, the Board may request a neutral physician to determine whether she is able to perform her duties.

G. Jury Duty

Employees involuntarily called for jury duty, or subpoenaed, shall be paid by the Board, a sum to make up the difference between what he is paid by the court and his regular wage for the time he is required, by law, to serve, and suffer no loss of leave allowance.

H. Military

An employee absent from duty because of service in the Military Forces, shall be considered on leave without pay, but shall be entitled to all salary increments, except sick leave allowance, as if they were not absent from duty, providing they return to duty within sixty (60) days after release from such Military Service. An employee shall be reinstated to the same or substantially equivalent position at the termination of Military leave and, if no job is available, the employee with the lowest seniority shall be laid off.

I. Educational Study

Leaves of absence without pay may be granted upon application for the purpose of further educational study. Such leave, if granted, shall apply only to job-related educational study. Any regular salary increments occurring during such period shall be granted such employee upon his/her return.

ARTICLE XII

Retirement

A. In recognition of services to the East Detroit School District, a severance payment shall be paid to the employee for each year of service in the District, provided the employee shall have been employed in the East Detroit School District for at least ten (10) years, or more, and be eligible and have made application to the Michigan School Employees Retirement Fund.

1. To be eligible for severance, an employee must have worked for the District a minimum of ten (10) years. In the event of death while the employee is employed, severance pay shall be paid to the employee's estate or beneficiary according to the terms, conditions, and directions the employee may have designated with regard to his/her retirement benefits.

B. Severance payment shall be made as follows:

1. For more than ten (10), but less than fifteen (15) years of service - \$50.00.
2. For fifteen (15) years but less than twenty (20) years of service - \$60.00.
3. For twenty (20) years or more years of service - \$100.

C. Sick Leave Allowance

Upon proof of retirement through the Michigan Retirement Act, an employee shall be paid a sick leave allowance accumulated to June 30, 1961, in accordance with the following formula:

1960-61 school year rate of salary times 85%, times the number accumulated sick leave days.

1. After having met the above requirements, should the person

be employed at the time of his death, his estate or beneficiary according to the terms, conditions and directions the employee may have designated with regard to his/her retirement benefits, shall be eligible for such sick leave pay.

ARTICLE XIII

Longevity

- A. Employees shall receive longevity allowance on the first payroll period after the employee's anniversary date of hire. Longevity pay for years of service will be made according to the following schedule:

After 6 years	\$ 450.00
After 8 years	650.00
After 10 years	700.00
After 12 years	800.00
After 14 years	850.00
After 16 years	900.00
After 18 years	950.00
After 20 years	1,250.00
After 25 years	1,750.00

ARTICLE XIV

Insurance

A. **Hospitalization - Major Medical**

The Board shall pay the premiums for hospitalization coverage for the member of E.D.E.S.A. who is head-of-household and his/her family, or those members not covered by a comparable hospitalization plan through their spouse. The Board shall not be required to provide hospitalization for an employee during extended periods, except when the extended leave is due to the illness of the employee.

Hospitalization insurance will be available for those who meet the above criteria and who are regularly scheduled to work in excess of twenty-five (25) hours per week.

The Board shall provide members of E.D.E.S.A. with an optional group health plan as mandated by the Federal Health Maintenance Act of 1976. Premiums for said plan shall not exceed those prescribed above.

The selection of the carrier shall be by the Board of Education with prior consultation with the Association.

The Board agrees to provide the following coverage:

Hospitalization

Room and Board	Best Semi-Private
Duration	365 Days
Special Services	Reasonable & Customary
Maternity	Same as any other disability
Emergency Medical	Reasonable & Customary
Intensive Care Unit	Reasonable & Customary
In-Hospital Medical	Reasonable & Customary
Medical Consultation	Reasonable & Customary
Surgical	Reasonable & Customary
Obstetrical	Reasonable & Customary
Lab & X-Ray	Reasonable & Customary
Radiation Therapy	Reasonable & Customary
Organ Transplant & Kidney Dialysis in Private Room or Intensive Care	Full Charge Full Charge
Catastrophic Major Medical Expense	Semi-Private
Prescription Drugs	Maximum \$3.00
Other Deductible	None
Benefit Percent	90%
Mental & Nervous In-Hospital	Reasonable & Customary
Out-Patient	75% Maximum; \$2,000 Annual
Maximum	Unlimited

After \$1,000 of covered expenses accumulate from deductible and co-insurance for calendar year per individual, coverage is 100%.

B. Insurance and Hospitalization

1. Optical Insurance - The Board of Education shall provide each member of E.D.E.S.A. with optical insurance equivalent to Plan V of the Co-op Optical Service.
2. The employer shall provide \$35,000 of Term Insurance - double indemnity for each member of the E.D.E.S.A.
3. The employer shall provide \$2,000 paid up life insurance upon retirement, provided the employee shall have been employed in the East Detroit School District for at least ten (10) years, or more, and be eligible and have made application to the Michigan School Employees Retirement Fund.

C. Dental Plan

The Board shall provide a dental insurance program with premiums not to

exceed \$52.00 per employee per month.

Should the monthly Board paid premiums exceed that stipulated limit above, one (1) of two (2) options shall be available to the Association:

1. The same dental program shall remain in effect, with payroll deductions for employees requesting to continue the benefit, or,
2. A new program shall be bid such that the monthly premiums will be within the established contract premium limit.

D. Income Protection

In the event any member of the Association is prevented from working any or all their allotted hours due to any personally unrelated event (such as violence, fire, or disaster situation, etc.) he/she will be paid their regular rate of pay and assigned to another work location.

E. Worker's Compensation - On the Job Injury

An employee who suffers injuries compensable under the Michigan Workers' Compensation Act shall be paid the difference between his/her regular wages and payment received under provisions of the Act. An employee injured on the job will be eligible for thirty (30) days prorated from the sick bank to supplement his/her workers' compensation. After thirty (30) days he/she shall use his own sick leave, prorated, to supplement the workers' compensation. After these have been exhausted he/she shall receive only the regular allotment as governed by the Workers' Compensation Act.

ARTICLE XV

Vacations

- A.** A secretary shall be eligible to receive accrued vacation benefits. These days will start accruing from date of employment. They must be used in full day increments. A secretary shall earn credits toward vacation with pay in accordance with the following schedule:

Five-sixth ($\frac{5}{6}$ th) of a day per month employed. Annual credits earned in excess of $\frac{1}{2}$ day shall be considered a full day and credit less than $\frac{1}{2}$ day shall be ignored.

52 Week Employee

First year through fifth year 10 days

Sixth year	11 days
Seventh year	12 days
Eighth year	13 days
Ninth year	14 days
Tenth year	15 days
Eleventh year	16 days
Twelfth year	17 days
Thirteenth year	18 days
Fourteenth year	19 days
Fifteenth year	20 days
Twentieth year	25 days

Credits shall be reduced one day per month for a month in which a secretary receives pay for less than the majority of the scheduled working days in that month.

All E.D.E.S.A. employees working less than 52 weeks hired after July 1, 1973 shall take as vacation days those days identified on the school calendar when school is not in session.

- B. Unused vacation not to exceed three (3) days may be carried over to the next year, but they must be taken within the immediate next earned vacation period of one (1) year. Unused earned vacation days in excess of three (3) days shall be paid to the employee at the end of the vacation period in which they were earned.
- C. Employees other than fifty-two (52) week employees shall take as vacation days, any full day indicated on the school calendar as days when school is not in session.
 - 1. Unused vacation days in excess of these shall be paid to the employee at the end of the vacation period during which they were earned.
 - 2. No days shall be carried over to the next year.
- D. Pay in Lieu of: If an employee becomes totally disabled under the care of a duly licensed physician, and becomes hospitalized during their vacation, the vacation shall be rescheduled. In the event such disability continues through the year, he/she shall be awarded payment in lieu of vacation. In the event of death of the employee, earned vacation pay shall be payable to his/her estate.
- E. Seniority shall govern regarding vacation time preferences providing that required operations of the school district shall not be detrimentally affected.
 - 1. Requests shall be made in duplicate, approved by the immediate supervisor and sent to the Assistant Superintendent, Employee Services Office.
 - 2. Vacation pay may be paid to each employee in advance of the employee's vacation if she makes three (3) weeks advance request in writing to the Employee Services Office.

- F. Retirement or Resignation** - Upon resignation or retirement, an employee shall receive any unused vacation allowance at the rate of pay received by her at the time the allowance is earned, subject to provisions of Article X.

ARTICLE XVI

Negotiation Procedures and Ratification

- A.** During negotiations, neither party shall have any control over the selection of a negotiating or bargaining representative of the other party, and each party may select its representative from within or outside the School District. The parties may mutually agree to limit the number of bargaining representatives. 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 E.D.E.S.A. in good standing, 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 ratification. If the parties fail to reach and agree, or fail to reach an agreement in any negotiations, either party may invoke the mediation machinery of the Michigan Employee Relations Commission, or take any other lawful measures it may deem appropriate except as limited by terms of this Agreement.
- B.** Either party shall give written notice to the other party at least sixty (60) days prior to the expiration of this Agreement that they desire to open negotiations. The parties shall agree on a date to begin negotiations on a new Agreement.
- C.** Negotiations shall be completed by the termination date of the existing Agreement unless a written extension is agreed upon by both parties.

ARTICLE XVII

Grievances

- A.** The primary purpose of this procedure shall be to secure at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any E.D.E.S.A. member to discuss an alleged grievance with any appropriate member of the Administration.
- B.** A "grievance" is defined to be any difference that may arise between the parties hereto as to:
1. Any matter relative to pay, hours of employment and other conditions of employment.

2. Any matter involving the interpretation or violation of any of the provisions of this Agreement.
 3. Any unilateral change or addition in policy or practice by the Board which may affect wages, hours or other conditions of employment.
- C. If a question arises as to whether or not a particular complaint is a "grievance" as defined in this Article, the question may be considered through the grievance procedures as herein provided.
- D. The Board of Education retains and reserves all powers, rights, authority, duties and responsibilities vested in it by the laws and Constitution of the State of Michigan and the Federal Government, limited only by specific and express terms of this Agreement. The Board retains all rights not in conflict with this Agreement.

ARTICLE XVIII

Grievance Procedure

The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. Time limits may be extended by mutual consent.

A. Procedure

1. Step One: If the employee and/or the Association has a complaint, it shall be discussed with the immediate supervisor, individually and collectively, within fourteen (14) days following knowledge by the employee or the Association of the alleged occurrence of the complaint. If the employee and/or the Association is not satisfied with the discussion, the complaint shall be reduced to writing, at which point it becomes a grievance. The grievance shall be filed with the immediate supervisor within seven (7) days of the oral discussion. A written answer to the grievance by the supervisor shall be rendered to the Association within seven (7) days.
2. Step Two: In the event the Association is not satisfied with the disposition of the grievance at Step 1, it may within fourteen (14) days, appeal, in writing, to the Superintendent. The grievance shall state the questions at issue, a statement of facts, the article(s) of the Agreement that allegedly is or are being violated and the relief sought.

The Superintendent or designee, within seven (7) days from receipt of the appeal, will meet and confer with the Association President or designee on the grievance. The Superintendent, or designee, shall render a disposition in

writing within seven (7) days after the conference.

3. Step Three: If the Association is not satisfied with the disposition issued in Step 2, the President of the Association or designee may, within seven (7) days after receipt of the disposition, request in writing a meeting with the Board of Education. The Board of Education shall hear the grievance within thirty (30) calendar days after receipt of the written appeal. The Board shall answer, in writing to the President of the Association, its disposition within seven (7) days following the hearing.
4. Step Four: The Association may, within twenty-one (21) calendar days after receipt of the written reply by the Board, request arbitration by written notice to the Board. The selection of the Arbitrator and the Arbitration procedure shall be conducted in accordance with the rules and regulations of the American Arbitration Association.
 - (a) The decision of the Arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of the testimony and argument. Fees and expenses for the arbitrator only shall be borne equally by the Board and the E.D.E.S.A. However, each party shall be responsible for expenses of its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made; providing it pays for the record and makes copies available, at cost, to the other party. The E.D.E.S.A. President will be furnished a copy of all completed grievances.
 - (b) In the event the provisions relative to arbitration shall at any time be held to be contrary to law by a competent court of jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, then, within ten (10) days after receipt of the written reply of the Board of Education, the E.D.E.S.A. may petition the Michigan Employment Relations Commission to forthwith mediate the grievance pursuant to the power and authority conferred upon said Commission by the provisions of the Michigan Public Act 336, 1947, as amended.
- B. The Association and the Board may mutually agree that a particular grievance has applicability beyond the immediate situation and upon such agreement it may be presented at the appropriate step in the grievance procedure.
- C. Failure of the employer at any step of the grievance procedure to render his disposition on a grievance within the specified time limit(s) shall result in the granting of the relief sought by the grievant. Failure of the grievant to process his claim within the time limit(s) specified shall be deemed to be satisfaction on the part of the grievant, with the disposition of the grievance by the employer at any previous step.

- D.** The following matters shall not be the basis of any grievance:
- (1) Termination of services or failure to re-employ by the Board of Education of any probationary employee.
 - (2) Any complaint for which there is another remedial procedure, or a form established by law or by regulation having the force of law.
 - (3) Promotions and hiring, providing the procedures established by the provisions of this contract for promoting and hiring are followed.
- E.** The grievant and the Board or its designated representative(s) shall have the following rights:
1. To be present at the hearing;
 2. To hear testimony given;
 3. To give testimony in his own behalf;
 4. To call others to give testimony in his behalf;
 5. To question, either personally or through counsel or his representative, any person giving testimony;
 6. Either the grievant or the Board of Education has the right to request a hearing be closed to the public.
- F.** No decision or adjustment of a grievance shall be contrary to the provisions of this Agreement.
- G.** The Vice President of the E.D.E.S.A. may act in the event of the disability, absence, incapacity, or death of the President. A designated representative of the Board may act in the event of the disability, absence, or incapacity, of the Superintendent.
1. Neither party shall submit evidence at the arbitration or mediation steps of this procedure which was not previously disclosed to the other party at any or all of the preceding steps of the grievance procedure.

ARTICLE XIX

Miscellaneous Provisions

- A.** The E.D.E.S.A. shall be duly advised by the Board of fiscal budgetary, tax or legislative problems and programs affecting the District which are proposed or under consideration, and the E.D.E.S.A. shall, whenever feasible, have the opportunity in advance to consult with the Board in any decision in such matters. The Association recognizes its responsibility to give every possible assistance to the Board in regard to fiscal, tax, legislative and other such problems which affect the support of the school system.

affect the support of the school system.

- B. If any provision 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 provisions or applications shall continue in full force and effect.
- C. No job descriptions shall be changed or salary adjustments made on present classifications and no job shall be reclassified individually other than through the re-classification procedure as outlined in this contract.
- D. When, and if, additional paid Holidays are authorized by the Board to apply throughout the Public School System to all regular employees, during the life of this Agreement, such holidays shall become a part of the Agreement.

ARTICLE XX

Duration of Agreement

This agreement shall become effective on the first day of October, 1987, and shall continue in effect until 11:59 PM the 30th day of September, 1990.

This Agreement shall remain in effect after the expiration date so long as negotiations are in progress for a new Agreement.

At least sixty (60) days prior to the expiration of this Agreement, the parties shall begin negotiations on a new Agreement.

This contract may be re-opened for a specific item or article upon mutual consent of E.D.E.S.A. and the Administration.

SCHEDULE A
1987-88

Position	Probationary Rate	Regular Rate*
I Bookkeeper	\$11.15	\$11.70
II Data Operations Technician Payroll Operations Warehouse Manager	\$10.40	\$11.15
III Payroll/Fringe Benefits Secretary to High School Principal	\$10.20	\$10.40
IV Secretary: Principal, Elementary Principal, Junior High School Director, Adult/Community Education Director, Athletics Director, Employee Services Director, Special Education Director, Maintenance Operations Director, Vocational Education High School Internal Accounts High School Scheduling Accounts Payable	\$10.00	\$10.20
V Secretary to Assistant Principal, High School Secretary to Assistant Principal, Junior High	\$9.55	\$10.00
VI Clerks: Attendance Bookstore Coordinator Elementary Employee Services Food Service Junior High High School Maintenance/Operations Special Education Superintendent's Office	\$8.85	\$9.55

SCHEDULE A
1988-89

	Position	Probationary Rate	Regular Rate*
I	Bookkeeper	\$11.85	\$12.40
II	Data Operations Technician Payroll Operations Warehouse Manager	\$11.05	\$11.85
III	Payroll/Fringe Benefits Secretary to High School Principal	\$10.80	\$11.05
IV	Secretary: Principal, Elementary Principal, Junior High School Director, Adult/Community Education Director, Athletics Director, Employee Services Director, Special Education Director, Maintenance Operations Director, Vocational Education High School Internal Accounts High School Scheduling Accounts Payable	\$10.60	\$10.80
V	Secretary to Assistant Principal, High School Secretary to Assistant Principal, Junior High	\$10.15	\$10.60
VI	Clerks: Attendance Bookstore Coordinator Elementary Employee Services Food Service Junior High High School Maintenance/Operations Special Education Superintendent's Office	\$9.40	\$10.15

SCHEDULE A
1989-90

	Position	Probationary Rate	Regular Rate*
I	Bookkeeper	\$12.60	\$13.15
II	Data Operations Technician Payroll Operations Warehouse Manager	\$11.70	\$12.60
III	Payroll/Fringe Benefits Secretary to High School Principal	\$11.45	\$11.70
IV	Secretary: Principal, Elementary Principal, Junior High School Director, Adult/Community Education Director, Athletics Director, Employee Services Director, Special Education Director, Maintenance Operations Director, Vocational Education High School Internal Accounts High School Scheduling Accounts Payable	\$11.25	\$11.45
V	Secretary to Assistant Principal, High School Secretary to Assistant Principal, Junior High	\$10.75	\$11.25
VI	Clerks: Attendance Bookstore Coordinator Elementary Employee Services Food Service Junior High High School Maintenance/Operations Special Education Superintendent's Office	\$10.00	\$10.75

*SHIFT PREMIUM — Additional 20 cents per hour for afternoon shift.

Any shift starting at 12:01 p.m. or later on a normally scheduled shift or work day will qualify for the premium differential.

SCHEDULE B

CLASSIFICATION - GENERAL SERVICES

I.* Bookkeeper

Employees in this classification are responsible for all district bookkeeping functions and auditing of accounts. Work performed with only general supervision and employee must exercise independent judgement.

Qualifications:

A combination of experience and education beyond high school totaling not less than five (5) years.

II.* Data Operations Technician

Responsible for all data systems pertinent to the school district. Persons in this classification are under general supervision and require substantial technical knowledge and are called upon to exercise independent judgment.

Qualifications:

A combination of experience and education beyond high school totaling not less than four (4) years.

Payroll Operations

Responsible for all payroll and data operational functions. Compiles payroll statistics, writes and sorts checks. Employees in this classification perform responsible accounting tasks of maximum difficulty involving some auditing and are called upon to exercise independent judgment.

Qualifications:

A combination of experience and education beyond high school totaling not less than four (4) years.

Warehouse Manager

Responsible for ordering inventory supplies and all operationa functions of the warehouse. Must work well without supervision much of the time, exercising independent judgment.

Qualifications:

Experience - 3 Years

III.* Payroll/Fringe Benefits

Responsible for all hourly time cards. Handles fringe benefits, records sick and vacation days and maintains personnel file. Works with limited supervision.

Qualifications:

A combination of experience and education beyond High School totaling not less than four (4) years.

III* Secretary to High School Principal

This secretarial position requires a person who works with limited supervision. The secretary must perform with a high degree of efficiency and accuracy. The office work may be of a high degree of difficulty and would entail considerable responsibility.

Qualifications:

Shorthand - 95
Typing - 65
Experience - 4 years

IV* Accounts Payable

Responsible for all accounts payable/data entry functions. Employees in this classification perform accounting tasks of more than moderate difficulty involving some auditing; work under general supervision and are called upon to exercise independent judgment.

Qualifications:

A combination of experience and education beyond high school totaling not less than three (3) years.

IV* Secretary to Building Principal; Directors; High School Internal Accounts; High School Scheduling

This secretarial position requires a person who works with limited supervision. The secretary must perform with a high degree of efficiency and accuracy. Office work may be of a high degree of difficulty and responsibility.

Qualifications:

Shorthand - 90
Typing - 60
Experience - 3 years

Qualifications: (Internal Accounts)

Technical Skills

Typing - 60

Experience - 3

Qualifications: (Scheduling)

Technical Skills - Computer experience needed

Typing - 60

Experience - 3 years

V* Secretary to Assistant Principal

Secretary to Assistant Principal is required to make decisions based on knowledge of school's organization, policies and personnel. Works well under general supervision.

Qualifications:

Shorthand - 80 and/or

- Technical Skills (Computer Skills)

Typing - 55

Experience - 2 years

VI* Clerical Positions

Performs a variety of tasks requiring clerical skills and knowledge of office practices and procedures. Ability to perform assigned duties without continued supervision. Procedural work would be clarified and defined by the supervisor.

Typing - 50

Experience - 1 year

*Computer skills are desirable in all classifications.

Note: If any secretary aspires to advance to the Confidential Secretary level positions, they will need to have higher proficiency skills.

They are always welcome to review these positions and skills with the Superintendent or his Designee.

The Confidential Secretaries are not part of the Bargaining Unit.

RE-CLASSIFICATION PROCEDURE

1. **Request for Re-Classification**
Individuals requesting re-classification should submit a letter to the Employee Services Office requesting a copy of the Re-Classification Application, with a copy of the request sent to the President of the East Detroit Educational Secretaries Association.
2. **Complete Application**
The employee and the supervisor should complete (as specifically as possible) the Re-Classification Application. This form, when complete, should be returned to Employee Service Office after being signed by the employee, supervisor and the Union President.
3. **Interview**
Within twenty (20) work days after receipt of the completed application, the employee will be interviewed by the Superintendent or his Designee.
4. **Decision**
Within five (5) work days after the interviewm the Superintendent or his Designee will respond in writing to the employee, administrative supervisor, and the E.D.E.S.A., President, setting forth his decision relative to the re-classification request.

Requests to re-classify a given position will be limited to one (1) request per school year per employee.

Applications are available in the Employee Services Office. The Union President must sign all applications.

**THE SCHOOL DISTRICT OF
THE CITY OF EAST DETROIT
MACOMB COUNTY, MICHIGAN,
BY:**

**Wayne O'Neil, President
Joseph Croff, Vice President
Marsha Minervini, Secretary
Bettie Huebner, Treasurer
Eugene Kaminski, Trustee
Marguerite Humes, Trustee
Antonio Nucci, Trustee**

**THE EAST DETROIT EDUCATIONAL
SECRETARIES ASSOCIATION
BY:**

**Wanda Koeller, President
Janet Miskus, Vice President
Linda Foltz, Member
Darrell McKee, Member
Linda Thornton, Member**

**BOARD NEGOTIATIONS TEAM
BY:**

**Charles Uhazie, Negotiations Chairperson
Dr. David O'Leary, Member
Ronald Ruzzin, Member**

