

6/30/94

# **COLLECTIVE BARGAINING AGREEMENT**

between

**Avondale Board of Education**

and

**Avondale Association Educational  
Secretaries/MEA/NEA**

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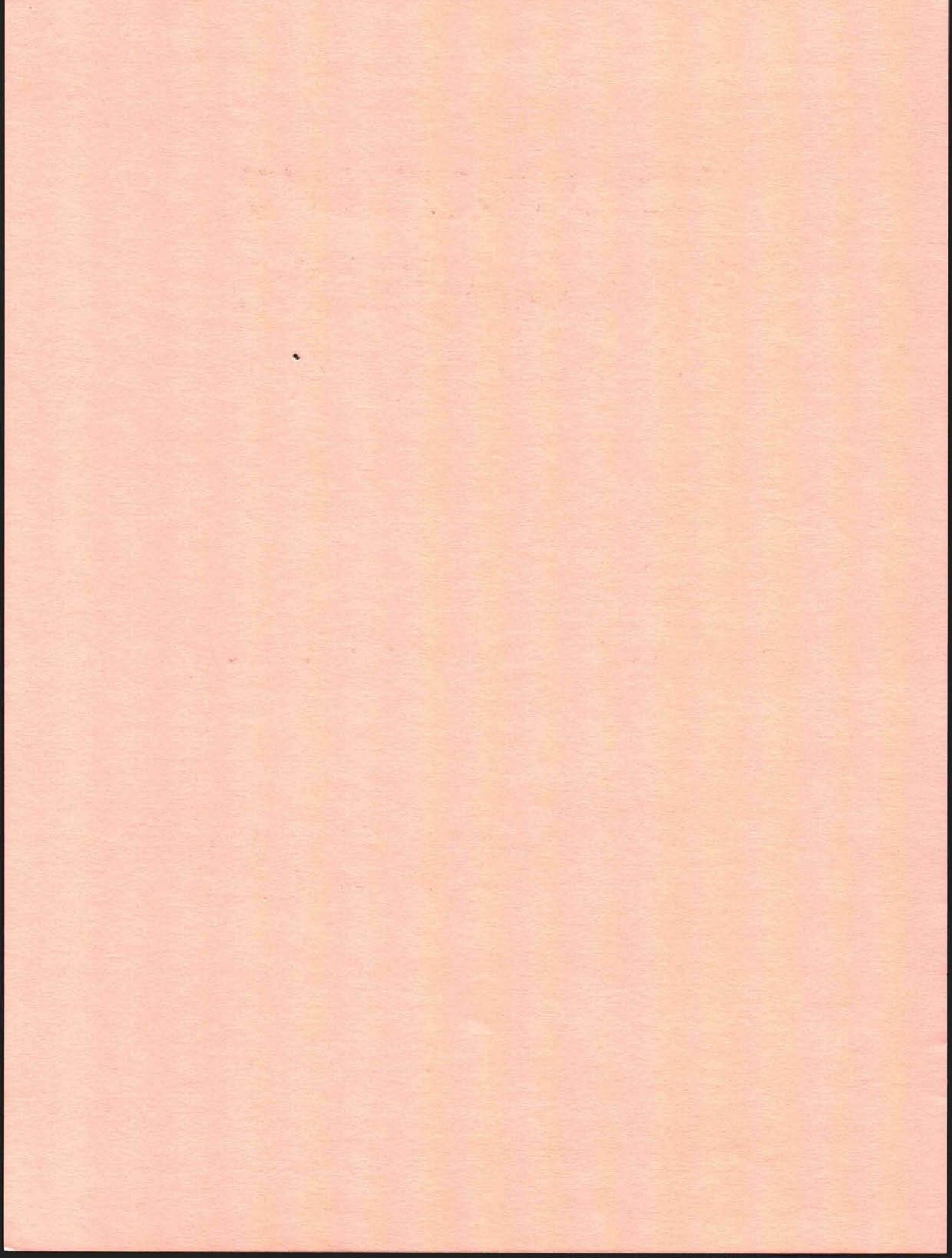
**July 1, 1991 - June 30, 1994**

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LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

*Avondale School District*





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**1991 - 1994 COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**AVONDALE BOARD OF EDUCATION**

**AND**

**AVONDALE ASSOCIATION OF EDUCATIONAL SECRETARIES, MEA/NEA**

This Agreement entered into for a three-year period beginning July 1, 1991, and terminating June 30, 1994, by and between the Avondale Board of Education of Auburn Hills, Michigan, hereinafter called "District" or "Board", and AAES/Avondale Association of Educational Secretaries, hereinafter called "Association" or "AAES".

**WITNESSETH**

WHEREAS, the District has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, both parties being desirous of establishing and maintaining a harmonious relationship for the purpose of promoting the best interests of the school District, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

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

**ARTICLE 1 - RECOGNITION**

**Section 1.1**

The District hereby recognizes AAES/MEA/NEA as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all regularly employed education secretaries, clerks, office machine operators, bookkeepers, secretary to senior citizen coordinator, and any other secretarial office personnel. Excluded personnel shall be limited to the superintendent's secretary, personnel manager's secretary, co-op students, substitute employees, and temporary employees.

A temporary employee shall be defined as an employee hired for less than seventy (70) days to perform a specific job function, but not to replace an employee or to avoid hiring an employee.

A substitute secretary may be employed for a period up to six (6) months should a regular secretary be ill or disabled, but whose recovery is expected within that six (6) month period.

All personnel represented by AAES in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "secretaries/employees" and reference to female personnel shall include male personnel.

### **Section 1.2**

Employees not in the AAES Bargaining Unit shall not displace bargaining unit members, nor regularly perform duties normally associated with the functions performed by employees within the bargaining unit.

### **Section 1.3**

The District agrees not to negotiate with any organization other than the AAES for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of AAES, if the adjustment is not inconsistent with the terms of this Agreement, provided the AAES has been given the opportunity to be present at such adjustment.

## **ARTICLE 2 - ASSOCIATION RIGHTS**

### **Section 2.1**

Pursuant to Act 379 of the Michigan Public Acts of 1965, the District hereby agrees that every employee covered by this Agreement shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other activities designed for mutual aid and protection. As a duly elected body exercising governmental power in the State of Michigan, the District undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, and terms or conditions of employment, by reason of her membership in the Association or collective professional negotiations in the District. The District also will not discriminate against any employee for her initiation of any grievance, complaint, or proceeding with respect to any terms or conditions of employment under this Agreement.

### **Section 2.2**

The Association shall, at reasonable hours, have the right to use school buildings for meetings by making arrangements with the building principal (or Community Education Director if the request to use building is for 6:00pm or later or is for a weekend use) twenty-four (24) hours in advance. It is

understood by both parties that these meetings will be held outside of working hours unless express permission is granted by the Superintendent or designee. In addition, the Association and its members shall have the right to use school building facilities for one (1) meeting every other month beginning in September. Any extra cost which may be incurred by the District for custodial service will be reimbursed by the Association.

### **Section 2.3**

The Association shall have the use of the interoffice mail service.

### **Section 2.4**

The District agrees to furnish to the Association, in response to reasonable requests, any available public information concerning the financial resources of the District, including tentative budgetary requirements, allocations, and other such information which will assist the Association in developing intelligent, accurate, and constructive proposals during negotiations. The District also agrees to provide reasonable information which may be necessary for the Association to process any grievance. If the District shall incur costs which are unreasonable in supplying the information, this cost will be paid for by the Association.

### **Section 2.5**

Eight (8) days during the school year may be used at the Association's discretion for Association business without loss of pay. Attendance at such shall be arranged in advance with the immediate supervisor and the Superintendent or designee.

The Association president shall notify the personnel manager in writing who will be using an Association business day.

Association days shall be granted except on those occasions when the secretary is already committed to a previously planned activity known to the secretary.

For up to three (3) days per year, the employees shall be released at 3:30pm to participate in local Association meetings. If the meeting ends before 4:30pm, the employee will return to his/her work location if his/her work day has not ended. The release shall be without loss of pay or leave time. Employees who do not attend the meeting are required to remain at their work site until the end of their work day. The Association president shall make arrangements with the Superintendent or designee at least one (1) week in advance of the meeting.



## ARTICLE 3 - MEMBERSHIP AND DUES DEDUCTION

### Section 3.1

Employees shall sign and deliver to the District an assignment authorizing deduction of membership dues, assessments, and voluntary PAC contributions of the Association (including Michigan and National Association) in the amount of eighteen (18) equal amounts until the total required dues, assessments, and voluntary contributions are paid. The Association shall notify the District on or before September 15 of each year the amount to be deducted.

### Section 3.2

It is recognized that the proper negotiations and administration of the Collective Bargaining Agreements shall entail expenses, which are appropriately shared by all employees who are beneficiaries of such Agreement. To this end, in the event an employee shall not join the Association and execute an authorization for dues deduction, such employee shall, as a condition of continued employment by the Employer, execute an authorization for deduction of a sum equal to the dues of the Association, which sum shall be forwarded to the Association. In the event that such authorization is not executed by an employee and presented to the Association, the Employer agrees that the services of such employee shall be terminated at the end of the next pay period if requested to do so in writing by the Association.

### Section 3.3

In the event of any action against the District brought in any court or administrative agency because of its compliance with Article 3 (Agency Shop Provision) of this Agreement:

- A. The District will give timely notice of such action to the Association; and,
- B. The District will cooperate with the Association and its counsel in any action resulting from enforcement of this article.

### Section 3.4

In any case in which an employee contests a discharge under the provisions of this article, and it is necessary for the District to defend its position, the Association agrees to provide and pay the full cost of Association selected legal counsel, along with one-half of the cost of an adverse award, if any. The Association also agrees to pay one-half (1/2) of any other expenses (excluding District selected legal counsel) incurred by the District.

## ARTICLE 4 - EMPLOYEE RIGHTS

### Section 4.1

Time lost by unauthorized absence from duty will result in a proportionate salary reduction.

### Section 4.2

No employee, or Association representative, will engage in Association activities or business during the employee's working hours, unless such activities are approved in advance by the employee's immediate supervisor.

### Section 4.3

Upon initial employment, each employee will be required to have a physical examination, at the employee's expense, certifying that the individual is capable of carrying out her particular assignment.

### Section 4.4

A health certificate attesting to the continuing employability of the employee may be requested by the District once every five (5) years after initial employment. The expense incurred for this examination requested by the District will be paid for by the District.

### Section 4.5

The District will arrange for a TB testing clinic in September of 1984 and every third year thereafter. The cost will be assumed by the Avondale School District. If the AAES staff member does not avail herself of this free tuberculin testing clinic, she will provide the Personnel Office, or her building principal, with evidence of freedom from tuberculosis as required by law. Such evidence shall be furnished within two (2) weeks of a timely request.

## ARTICLE 5 - CONTINUITY OF OPERATION

### Section 5.1

If the District, through the Superintendent, determines that schools or other District buildings, due to inclement weather or other emergencies, are to be closed, then the employees will not be expected to report to their assignment or to a designated location, and will not lose any pay. If schools and/or other District buildings are closed early due to inclement weather or other emergencies, employees shall be free to leave immediately after students are dismissed, and shall not lose any pay. Administrators in buildings without students shall dismiss AAES members within fifteen (15) minutes of the time all K-12 students have vacated District buildings.

## **ARTICLE 6 - NO STRIKE CLAUSE**

### **Section 6.1**

The secretaries and members of their negotiating team agree that during the term of this Agreement, they will not engage in or encourage strikes, the stoppage of work, or the absence in whole or in part from the full, faithful, and proper performance of the duties of their employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, and/or obligations of employment. A strike shall be defined by Public Act 379.

### **Section 6.2**

Violation of this article prohibiting strikes (as defined in 6.1) will be considered just cause for immediate dismissal.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### **Section 7.1.**

A grievance is a claim based upon an event or a condition caused by an alleged misinterpretation or an alleged inequitable application of the terms of this Agreement.

### **Section 7.2**

The primary purpose of the procedures set forth in this article is to secure at the lowest step possible, equitable solutions to the claimed grievance. Members of the Association are encouraged to discuss their concerns with their immediate supervisor for a resolution of these concerns without having to resort to the formalized grievance procedure.

### **Section 7.3**

The Association shall select a Grievance Committee. A designee of the Grievance Committee shall represent and accompany the employee in handling of all grievances. However, any employee may represent self if desired. The Association shall have the right to be present at all levels of the grievance procedure.

### **Section 7.4**

Grievances shall be subject to the terms of this grievance article and shall be processed outside of regular working hours unless it is mutually agreed by the District and the Association to process the grievance during working hours.

### **Section 7.5**

A grievance shall be filed within fifteen (15) working days of the time when the alleged occurrence first impacted on a member of the Bargaining Unit.

### **Section 7.6**

All days mentioned in this article are working days unless stated otherwise.

### **Section 7.7 - Structure**

- A. The building principal, or the employee's immediate supervisor, is designated as the administrative representative or supervisor for the Step One procedure.
- B. The Personnel Manager is designated as the administrative representative for the Step Two procedure.
- C. The Superintendent of Schools is designated as the representative for the Step Three grievance procedure.
- D. Binding arbitration is designated as Step Four in the grievance procedure.

### **Section 7.8 - Procedure**

- A. Step One - If the alleged grievance cannot be settled informally with the employee's immediate supervisor, then the employee shall reduce the grievance into writing (see Appendix C). Within five (5) working days of the receipt of the grievance, the supervisor shall call a meeting with the employee and the Association Grievance Committee, if the employee so desires, to discuss the grievance. After the meeting and within five (5) days, the supervisor shall put in writing and on the appropriate form (see Appendix C), his/her decision. If the employee and the Association do not accept the decision of the supervisor, then they shall make this decision known within five (5) days of the receipt of the decision from the supervisor and forward it to Step Two.
- B. Step Two - The Personnel Manager shall call a meeting of the employee, the Association Grievance Committee's designee, the immediate supervisor, and himself within five (5) days of the receipt of the grievance from Step One. Within five (5) days of this meeting the Personnel Manager shall make his decision known in writing to the employee and to the Association. If his decision is not accepted, then the grievance may be forwarded to Step Three.
- C. Step Three - Upon receipt of the grievance from Step Two, the Superintendent shall, within ten (10) days, meet with the employee and the Association Grievance Committee's designee. Members of the administration who may be involved in the alleged grievance may also be

in attendance at the request of either party. Within ten (10) days of this meeting the Superintendent shall make his decision known to the Association.

- D. Step Four - If the grievance is still not settled, the Association may, within fifteen (15) days after the Superintendent's answer or date the answer is due, submit the grievance to arbitration. The rules of the American Arbitration Association shall govern the filing of the demand for arbitration, the selection of the arbitrator, and the conducting of the hearing, and all other matters surrounding the arbitration process. The cost for the services of the arbitrator, including per diem expenses, and the American Arbitration Association filing fees shall be borne equally by the District and AAES. All other expenses shall be borne by the parties incurring them; and neither party shall be responsible for the expense of witnesses called by the other, except Association members with an interest in the grievance shall be released without loss of pay to participate in the arbitration hearing. The decision of the arbitrator shall be final and binding on the District and AAES.

#### Section 7.9 - Miscellaneous Provisions

- A. There shall be no reprisals by either party taken against any party by reason of participation in a grievance procedure.
- B. A grievance may be withdrawn at any step, but that same instant grievance shall not be filed again.
- C. Probationary employees may file grievances, but do not have the right to grieve their discharge.
- D. Should the time limits be exceeded by either party, then the grievance will be considered settled at the previous step. By this, it is meant that should a grievance not be forwarded by the employee and the Association to the next step within the prescribed time limits, then the grievance is considered settled as resolved by the administrative representative at that previous step. Should the administrative representative not respond within the prescribed time limits, then the grievance will be considered settled at the previous step in favor of the employee and the Association.
- E. Time limits may be waived by mutual agreement.
- F. An Association grievance affecting two or more buildings should start at Step Two, if the issue is the same in each building.



## ARTICLE 8 - MANAGEMENT RIGHTS

### Section 8.1

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

- A. To the executive management and administrative control of the school system and its properties and facilities, and the supervision of its employees;
- B. To hire all personnel and to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to assign, reassign, promote, supervise, evaluate, and transfer all such employees;
- C. To decide upon the means of supplying and to approve the selection of office materials and equipment;
- D. To adopt reasonable rules and regulations affecting members of the Association;
- E. To determine the replacement of operations, productions, service, maintenance, or distribution of work, and source of materials and supplies.

### Section 8.2

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

### Section 8.3

The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the terms of this Agreement unless mutually agreed.

**ARTICLE 9 - SENIORITY, PROBATION, TRANSFERS,  
VACANCIES, PROMOTIONS, LAYOFF AND RECALL RIGHTS**

**SENIORITY**

**Section 9.1**

Seniority for the bargaining unit employees shall be the length of uninterrupted service from the date of hire. Interrupted service shall be defined as an absence from work of twenty (20) days or longer during which the employee receives no pay from the District.

**Section 9.2**

In the event two or more employees have the same date of hire, their ranking shall first be determined by previous bargaining unit service. The most previous service shall rank first. If two or more employees still have the same seniority rank after the previous service application, the seniority rank shall be determined by a lottery system. The Employer shall advise the Association president and the tied employees at least fifteen (15) days before the lottery. The employees shall be permitted to draw a number. The lower number shall cause the ranking to be first. If the employee does not participate in the lottery, the president of the Association shall draw a number.

**Section 9.3**

An approved unpaid leave of absence by the Board shall not result in the loss of seniority of an employee, but time spent on an approved unpaid leave shall also not be counted as worked time for seniority purposes. For instance, an employee who has two (2) years of seniority is approved for a one (1) year unpaid leave. Upon the employee's return, her seniority is still two (2) years, not three (3) years, but the employee shall continue to accrue seniority from the date of return from the unpaid leave.

**Section 9.4**

Secretarial employees in positions excluded from the bargaining unit shall qualify for seniority credit as stated below. However, the right to exercise benefits stemming from such seniority credit shall be held in abeyance until after the employee transfers into a vacant bargaining unit position.

- A. Beginning with July 1, 1988, a transferee from the bargaining unit shall maintain the seniority accrued while in the bargaining unit for one year and shall not earn additional seniority while in the excluded positions.

**Section 9.5**

The District agrees to provide the Association with an up-to-date seniority list by April 1 of each year. Subsequent changes in the seniority list shall

be brought to the Association's attention in a reasonable time period.

#### **Section 9.6**

The seniority list signed by the Association president and the Employer representative is the official seniority list as of November 9, 1983. All future seniority lists shall be based on that list as may be updated as provided for in this Agreement.

#### **Section 9.7**

A secretary who has been off work and covered under the provisions of long term disability, will not accrue seniority during the period of LTD coverage.

### **PROBATION**

#### **Section 9.8**

Newly hired employees, other than substitutes and temporary help shall be considered probationary employees for the first ninety (90) calendar days. There will be no seniority among probationary employees. When a probationary employee finishes his/her probationary period, he/she will be entered on the seniority list and shall rank, for seniority purposes, ninety (90) calendar days prior to the date he/she completed the probationary period.

The superintendent or designee may extend the probationary period for the length of absences.

#### **Section 9.9**

At the conclusion of this period, a decision will be made by the Superintendent or designee and the employee's immediate supervisor as to whether the employee shall be continued as a regular member of the secretarial force. Notification of this decision will be in writing to the employee.

#### **Section 9.10**

The District retains the exclusive right to discharge a probationary employee. This action shall not be subject to the grievance procedure.

#### **Section 9.11**

Assignment of the probationary employee to a regular position shall be made by the Superintendent or designee.

### **TRANSFER**

#### **Section 9.12**

A transfer is a lateral change within a job classification when there is no increase in hourly or annual compensation. Transfers are to be minimized or

avoided whenever possible since they may be disruptive to effective school administration. Voluntary transfer to a vacant bargaining unit position shall be granted to the secretary applicant with the greatest seniority who meets the necessary qualification for the position. Involuntary transfers not specifically controlled by Section 9.21 through 9.25 shall be given to the least-senior secretary who meets the necessary qualification for the position.

#### **Section 9.13**

In the event of a proposed technological change, such as the introduction of automatic office machines, the District agrees to offer such employment to present employees. The District agrees to give present employees a reasonable time to qualify for such new assignment. Any expense incurred in updating skills shall be paid by the Employer.

#### **Section 9.14**

All bargaining unit vacancies and promotions will be filled by bargaining unit members when qualified members apply for the positions. All employees are encouraged to train and prepare for promotional opportunities.

#### **Section 9.15**

Whenever any vacancy in a secretarial position in the District occurs, the District shall publicize the same by written notice of such to all secretarial employees.

#### **Section 9.16**

The written notice shall contain the job title, job description, job classification and qualifications required for the position and the procedure and date for application. Job descriptions may be updated annually by July 1 of each year.

#### **Section 9.17**

No vacancy shall be filled until such vacancy shall have been posted for at least five (5) days. The only exception shall be in case of an emergency and then the vacancy shall be filled only on a temporary basis for two (2) weeks only. However, a signed acceptance or refusal of the vacancy by all secretarial employees may replace the five (5) day job posting.

#### **Section 9.18**

A vacancy is an unfilled position. A promotion is the assignment of an employee to an unfilled position which results in an increase in annual salary.

#### **Section 9.19**

Any employee may apply for such vacancy. In filling such vacancy, the

District agrees to give due weight to the background, attainments, and secretarial skills of all applicants, the length of time each has been in the Avondale School District, and any other relevant factors. An applicant with less seniority in the system shall not be awarded such position unless a more senior applicant is not qualified for the position. Seniority shall be defined in Sections 9.1 and 9.2.

#### **Section 9.20**

An employee failing to satisfactorily complete her probationary period for a promotion shall be returned to her former position or comparable position if vacant, within ninety (90) calendar days of promotion. If no position is vacant, the employee shall be assigned according to seniority and bumping rights provided in Section 9.25.

#### **Layoff and Recall**

#### **Section 9.21**

Layoff is the reduction of annual or daily assigned hours up to and including complete elimination of one or more positions. In the event the District determines a layoff is necessary, at least four (4) weeks written notice will be given to the employees so affected. At least three (3) weeks prior to the issuance of the lay-off notice, the District will meet with representatives of the Association to discuss possible alternatives to the proposed lay-off.

In the event the District must reduce the number of secretarial/clerical employees in its employ due to the lack of available operational funds or due to a reduction in student enrollment, the District shall be empowered to layoff any number of employees necessary or to reduce the daily assignment of a secretary/clerical employee(s).

Layoff means involuntary removal from the payroll with no employment rights other than retention of seniority status and recall rights as noted below. Involuntary reduction to less than full-time pay will also be considered a layoff and will be handled under the procedures of this article.

#### **Section 9.22**

Employees given lay-off notices will be given an opportunity in seniority order to take a vacant position, to displace a bargaining unit employee with less seniority, or take the layoff.

#### **Section 9.23**

Employees laid off shall maintain recall rights for three (3) years. Recall shall be by written notice of at least two (2) weeks. The recall shall be in reverse order of layoff, provided the employee meets the qualifications for the position.

Should an employee be offered a position with the number of weeks per year or



hours per week of employment equal to or greater than what was held prior to layoff, and refuse such position, the employee will lose her/his right to remain on the seniority recall list, and shall be considered as having terminated her/his rights to recall. However, should a laid-off employee be offered a position with fewer weeks per year or hours per week of employment than held prior to layoff and refuse said position, the employee will not lose her right to remain on the seniority recall list. The employee will be paid at the level of the new position or at the level of the previous position whichever is greater for the balance of the fiscal year.

#### **Section 9.24**

The District will continue insurance benefits provided under this Agreement for three (3) months after layoff or the length of time permitted by the insurance carrier, whichever is less.

#### **Section 9.25**

An employee who has sufficient seniority and is bumping back into a job, for whatever reason, shall do so according to the following guidelines:

The employee shall first displace the least senior employee in his/her present classification. If the returning employee has been on leave from the District for five (5) years or more, the employee must demonstrate his/her qualifications for the job. If no position is available in his/her present classification, or if the displacing would result in a change for the returning employee from his/her current full-time to part-time status, then the returning employee may displace the least senior full-time employee in any other classification if he/she meets the necessary qualifications for the position, as stated in the job description on file.

### **ARTICLE 10 - DISCHARGE AND DEMOTION**

#### **Section 10.1**

The discharge, the demotion, or the disciplining of an employee by the Superintendent or designee, or the employee's immediate supervisor, shall be made only for reasonable and just cause. When such action is deemed necessary by the administration, it shall be done privately.

#### **Section 10.2**

An employee shall at all times be entitled to have present a representative of the Association when he/she is being disciplined and/or reprimanded or when being investigated to determine if discipline/reprimand is warranted for any infraction or delinquency in professional performance. If a request for such representation is made, no action shall be taken with respect to the employee until the representative of the Association is present. It is understood by the Association that representation for the employee will be provided on the same day, if possible, or on the next working day. If the disciplinary

action, reprimand, or investigation falls on a day prior to a holiday or recess, then the Association will provide representation on the same day of the discipline, reprimand, or investigation, if possible.

- A. Before disciplining, reprimanding, or investigating an employee, the administrator conducting same shall advise the employee of his/her right to Association representation. If the employee desires an Association representative present at any stage of the meeting, the meeting shall be delayed until the representative is present.
- B. In the absence of a request for representation by a employee, an administrator may request the attendance of an Association representative.
- C. Whenever requested by either a employee or an administrator, the Association representative shall be available.
- D. Disciplining, or the reprimanding of an employee, shall be construed to mean a formal, oral/written report of the incident or infraction. An administrator may speak to a employee regarding delinquency in professional performance without putting the infraction in writing.
- E. A policy of progressive discipline will be followed which normally includes a verbal reprimand, a written reprimand, suspension and discharge. However, any disciplinary action taken against employees shall be appropriate to the behavior which precipitated said action.
- F. In imposing discipline on a current charge, the Board will not take into account any infraction which occurred more than eighteen (18) months previously.
- G. The District agrees that upon the discipline/reprimand in writing, suspension, demotion, or discharge of any member it will notify the Association in writing.
- H. The employee being disciplined will be allowed to discuss the problems with the Association representative and the District will make available a private area where they may do so before the employee is required to leave the property of the District. Upon request the administrator will discuss the problem with the employee and the Association representative.
- I. Nothing contained in the above paragraphs will prevent an administrator from exercising his/her normal administrative and supervisory duties. An administrator shall at all times be free to discuss and talk to employees regarding their performance.

## ARTICLE 11 - RESIGNATION

### Section 11.1

An employee desiring to resign shall file a written notice with the Superintendent or designee at least two (2) weeks prior to the effective date of resignation. Such advance notice may be waived under extenuating circumstances.

### Section 11.2

Resignations automatically forfeit all seniority rights and benefits of employment. In the event of re-employment, such employee shall be considered as a new employee.

## ARTICLE 12 - HOURS OF WORK

### Section 12.1

- A. The standard work day shall consist of eight (8) hours exclusive of lunch time. The standard work week shall consist of forty (40) hours exclusive of lunch time. The schedule will be determined by the employee's immediate administrative supervisor.
- B. A modified work schedule for secretarial employees shall be in effect when schools are not in session for students. This schedule shall consist of seven (7) hour work day, which excludes the lunch period. Normally this would be from 8:00am to 4:00pm provided the employee used one (1) hour for lunch.
- C. Employees working thirty-five (35) hours per week under the provisions of this section are not eligible for additional pay for hours worked between 35 and 40 per week. Hours worked in excess of forty (40) hours per week are subject to the provisions of overtime pay. When the work day is reduced during the periods of time when schools are not in session, the employee shall receive no less pay per day than he/she would be paid during the regular work day.
- D. The normal work day may be changed by mutual agreement between the employee and his/her supervisor.
- E. Lunch time is duty free at the administrative building and the community education building. At the other buildings all efforts will be made to provide a duty free lunch.

### Section 12.2

A flexible working schedule of seven continuous weeks will be provided during

the summer for fifty-two (52) week employees once the forty-four week employees leave for the summer. Employees shall work one of the following schedules:

1. 7:15am to 5:00pm with one (1) hour for duty free lunch; four (4) days per week; or,
2. 7:45am to 5:00pm with one half (1/2) hour duty free lunch; four (4) days per week; or
3. 8:00am to 4:00pm daily, five (5) days per week, with one (1) hour for duty free lunch.

### **Section 12.3**

Time and one-half (1 1/2) shall be paid for all work in excess of forty (40) hours in any one week and for all work performed on Saturday. Double time shall be paid for all work performed on Sunday and holidays. The pay shall be in the form of additional salary or compensatory time off as per the above formula. All overtime must be with the knowledge and authorization of a supervisor at the time the overtime is scheduled. The employee and supervisor will agree as to the form and schedule of payment at the time of authorization. If no agreement can be achieved, the pay will be additional salary.

### **Section 12.4**

An employee may take a fifteen (15) minute am and pm coffee break according to schedule approved by his/her supervisor. The employee may, with the approval of his/her supervisor, take either or both breaks consecutively with lunch time.

### **Section 12.5**

On the day before a recess period employees scheduled to leave at 5:00pm are permitted to leave at 4:00pm. Other employees are permitted to leave thirty (30) minutes after the teachers are permitted to leave.

## ARTICLE 13 - COMPENSATION, HOLIDAYS, VACATIONS

### Section 13.1

The salary schedule of secretaries covered by this Agreement is set forth in Appendix A, which is attached to and incorporated into this Agreement.

### Section 13.2

These annual rates of pay as listed in Appendix A, are shown for each of the secretarial classifications. Increments will be added on July 1 of each year for 52 week employees and at the beginning of employment for forty-four week employees when they return to work in August. In order to qualify for an increment, the secretary must have completed her probationary period of ninety (90) calendar days prior to July 1 following employment.

### FORTY-FOUR WEEK EMPLOYEES

### Section 13.3

Forty-four week employees shall be scheduled to begin work ten (10) days before the return of teachers in the fall, the same work days as the teachers during the school year, and at least two (2) Thursdays, and two (2) Fridays following the end of the teachers work year, such period to include no less than seven (7) days nor more than ten (10) days of work. The annual salary includes the following paid holidays:

New Year's Eve	Thanksgiving
New Year's Day	Friday after Thanksgiving
Good Friday	December 24
Easter Monday	December 25
Memorial Day	December 26
Labor Day	

Two (2) days of the five (5) day mid-winter break are included in the 215 workdays as per section 13.4. In order for the employee to take the two (2) days off with pay the employee must work overtime equal in amount to the four (4) sessions of parent/teacher conference with approval of the immediate supervisor.

If the holiday falls on a weekend day, there shall be a paid holiday on the last work day before the weekend, or the first work day after the weekend.

### Section 13.4

The forty-four week employees' hourly rate of pay for overtime or docking purposes or for determining the salary of a part-time employee, will be computed by dividing the annual salary by a standard 1720 hours (184 + 10 + 10

+ 11 = 215 days x 8 hours = 1720). The annual salary of all employees will be paid in 22 or 26 biweekly installments, at the option of the employee, which except for the first and/or last installment will be uniform. The biweekly amount will not be reduced because some intervening pay periods may include some unpaid recess days.

## FIFTY-TWO WEEK EMPLOYEES

### Section 13.5

Fifty-two (52) week employees annual salary includes pay for the holidays and vacation time according to the following schedule:

Good Friday	July 4
Easter Monday	Labor Day
Memorial Day	Thanksgiving
	Friday after Thanksgiving
7 days between December 23 and January 3 inclusive	

1991/92 Schedule:

December 24, 25, 26, 27, 30, 31, January 1.

1992/93 Schedule:

December 24, 25, 28, 29, 30, 31, January 1.

1993/94

December 23, 24, 27, 28, 29, 30, 31.

If the holiday falls on a weekend day, there shall be a paid holiday on the last work day before the weekend, or the first work day after the weekend.

Less than 1 year	prorated
1 to 5 years	10 days
5.1 to 10 years	15 days
10.1 to 15 years	19 days
16 years	20 days

Vacation days will be placed in the employee's vacation bank with the first pay of July, based upon seniority as of July 1 of each year.

- A. Vacation days should be used each year, however at the option of the employee and with prior approval of the immediate supervisor the employee may carry up to ten (10) days over to the following year. Vacation days not used or carried forward shall be paid off at the employees regular rate of pay.
- B. Vacation time for employees shall be taken during the summer when school is not in session, at slack times in the annual work cycle, during the winter, mid-winter break, and spring recesses. Vacation time may only be taken after it is earned.



- C. Should an employee have been employed less than a year as of June 30, her vacation allowance will be pro-rated.
- D. Vacation schedules shall be mutually agreed to by the employee and her immediate administrative supervisor.
- E. Upon transferring to a position requiring fewer working hours or weeks of employment, the employee shall receive the accrued vacation pay at the rate of pay at the time the vacation allowance was earned.
- F. In case of an employee's death (either accidental or natural), payment of accrued vacation pay shall be made to the designated beneficiary of the employee or her estate.
- G. Disputes over the scheduling or rescheduling of vacation time shall be sent to the Superintendent for final resolution.

#### **Section 13.6**

When an employee changes from a forty-four (44) week position to a fifty-two (52) week position, or vice versa, each school year worked will be counted as a full year for the purpose of determining the vacation allowance.

#### **Section 13.7**

The Board shall reimburse an employee up to four hundred fifty dollars (\$450) per year for the cost of tuition, books, and fees for college level classes at a Michigan based college or for the cost of continuing education classes. All such classes must be related to bargaining unit work. The cost of any necessary substitute employee shall also be deducted from the \$450.00 amount. Prior notice of registration to the employer is required for reimbursement.

#### **Section 13.8**

New employees may be granted up to six (6) years credit on the salary schedule for previous experience credit, related to bargaining unit work.

### **ARTICLE 14 - PAID ABSENCES**

#### **Section 14.1**

The parties mutually recognize the need for employees, in time of sickness, matters of emergency, or other circumstances beyond the control of the employee, to have a degree of security in regard to salary. Therefore, the following provisions are hereby established.

#### **Section 14.2**

An employee's salary will be continued during a temporary absence from her

assignment due to any personal illness or any injury for the lesser of 180 calendar days per year (July 1 - June 30) or the time required to qualify for long term disability benefits provided by the school district. Benefits received by the employee from Avondale's Workers' Compensation insurance in combination with the payment by Avondale, shall not exceed the employee's annual contract amount.

### **Section 14.3**

Other absences with the knowledge of the employee's immediate supervisor up to and including three (3) personal business days a year shall not result in a reduction in an employee's salary. Personal business is defined as that activity which could not be acted upon except during school hours. The use of personal business days immediately before and/or after a holiday or a recess period for travel or to otherwise extend the holiday or recess period is specifically prohibited. The period of absence without loss of pay may be extended beyond three (3) days for such occurrence upon the approval of the Superintendent. The Superintendent's decisions relative to such extension of paid absence is not grievable.

### **Section 14.4**

Up to five (5) consecutive days may be used for serious illness in the immediate family. After five (5) days it is expected that the employee can make appropriate arrangements for the care of the ill member of her/his immediate family. Immediate family in this section shall mean husband, wife, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter, son, daughter-in-law, son-in-law, grandmother, grandfather, grandchild or other relatives living within the same household. For relatives not covered in this paragraph, the employee may appeal to the Superintendent or designee. The decision of the Superintendent or designed is not grievable.

### **Section 14.5**

A maximum of five (5) days may be used for a death in the immediate family, as defined in Section 14.4. However, additional days may be granted upon approval of the Superintendent or designee.

### **Section 14.6**

Jury and court leave: Each employee shall be excused from her regular assigned duties for required jury duty or the attendance at any court or administrative agency pursuant to subpoenas, provided she did not initiate or is a party to the action. She shall be paid her regular salary, and any funds received for appearance in court or before an administrative agency relating from being subpoenaed will be paid to the Avondale School District.

### **Section 14.7**

The provisions of this Article are intended to provide salary security in

time of need, not mere convenience, under the conditions specified only.

#### **Section 14.8**

An employee demonstrating a pattern of sick leave abuse may be notified that he/she will be required to furnish proof of illness signed by a physician for any subsequent use of sick leave during the current school year. Notification of such requirement shall be made in writing to the employee by the Superintendent.

In the event of absence of an employee for illness or injury in excess of ten (10) consecutive days, the Superintendent may require proof of illness or injury.

#### **Section 14.9**

Proven abuse of the provisions of this Article will result in appropriate disciplinary action.

### **ARTICLE 15 - LEAVES OF ABSENCE WITHOUT PAY**

#### **Section 15.1**

A leave of absence, up to one (1) year without pay, shall be granted upon written application and approval by the Superintendent or designee with accompanying approval by the Avondale Board of Education, for further educational study. The seniority of the employee shall be retained during the period of this leave. By this, it is meant that an employee with five (5) years of experience in a particular job classification will retain that five (5) years of experience upon return from educational leave.

#### **Section 15.2**

After successfully completing the probationary period, a child care leave shall be granted to an employee without pay, upon written application to the Superintendent or designee and the Avondale Board of Education. A maternity related disability shall be treated like all other disabilities.

#### **Section 15.3**

After five (5) years of service, a leave of absence may be granted, without pay, to any employee to campaign for and/or serve in a public office. This leave shall be for the length of period of the office to which the employee has been elected.

#### **Section 15.4**

Any employee whose personal illness extends beyond the period compensated for under Article 14 shall be granted a leave of absence without pay for such time as is necessary for complete recovery of her illness. Upon return from her leave she shall be assigned to her same position subject to the conditions

delineated in Section 9.25.

#### **Section 15.5**

An employee shall be returned to a position at the conclusion of her leave providing there is a position held by an employee with less seniority for which she is qualified. Should there be no position, the leave shall be extended until there is a vacancy.

#### **Section 15.6**

Military leaves of absences shall be granted to any employee who is inducted for military duty or is reactivated into duty with any branch of the armed forces of the United States. Salary, seniority, and re-employment rights shall be handled as per federal and state laws.

#### **Section 15.7**

A leave without pay requested in writing may granted for up to six (6) months because of illness in the employee's immediate family, upon the recommendation of the immediate supervisor and with approval of the Board. Extensions of the leave are at the option of the Board.

### **ARTICLE 17 - SEVERANCE PAY & RETIREMENT**

#### **Section 17.1**

A full-time employee, upon voluntary termination of employment, after at least ten (10) years of continuous services shall be eligible for severance pay of seventy five percent (75%) of salary times up to and including thirty (30) years of completed service; i.e.:

20 years x 75% = 15% of current annual salary

15 years x 75% = 9.75% of current annual salary

#### **Section 17.2**

An employee eligible for benefits under Section 17.1 whose voluntary termination is for the purpose or retirement under the Michigan Public School Employees Retirement System shall be eligible for additional severance pay of 75% percent of salary times up to and including thirty (30) years of completed service.

#### **Section 17.3**

An employee electing severance in lieu of layoff as provided in Section 9.21 will be eligible for benefits under 17.1 and 17.2 as conditions warrant.

#### **Section 17.4**

The benefits paid under this Article shall be reduced by any unemployment benefit.

**Section 17.5**

An employee who changes work status, that is, 52 weeks to forty-four (44) weeks or full time to part time during the three (3) years immediately preceding his/her resignation will be entitled to a prorated severance allowance based on the weighted average of the change in status using the salary rates in effect for the last year worked.

**Section 17.6**

Employees who terminate will be paid for all accumulated vacation days including prorated vacation for the year of termination.

**Section 17.7**

There shall be no mandatory retirement age.

## ARTICLE 18 - INSURANCE

### Group Term Life Insurance

#### Section 18.1

The District shall provide without cost to the AAES member group life insurance protection in the amount of forty thousand dollars (\$40,000), effective September 1, 1991, per full-time employee. This insurance shall include an additional forty thousand dollars (\$40,000) indemnity in the event of accidental death and accidental dismemberment. Accidental death and dismemberment shall be defined by the insurance carrier and the AAES Collective Bargaining Agreement with the District.

This group life insurance shall begin when the employee has: (1) properly completed the necessary forms and (2) actually begins employment. Such insurance shall terminate when the employee terminates employment.

### Hospitalization Insurance

#### Section 18.2

Each employee, as noted herein in A, and who is covered by this Agreement and who is regularly employed for thirty (30) hours or more per week, shall have the District paid Blue Cross/Blue Shield medical-hospitalization insurance. Any employee working at least twenty (20) hours per week, but less than thirty (30), shall have the District pay for one-half (1/2) the Blue Cross/Blue Shield premium that would be paid for a full time employee (whether single person, two person, or full family coverage). This is contingent upon the District being able to secure such coverage for an employee working less than thirty (30) hours per week. The coverage offered is as noted below:

- A. 1. The District shall make full payment for family coverage for the employee who is married and who has dependent children.
  2. The District shall make full payment for coverage for the single employee and her dependent children.
  3. The District shall make full payment for two (2) person coverage to the employee who is married, but has no dependent children.
  4. The District shall make full payment for one person coverage to all other eligible employees.
  5. The District shall not duplicate hospitalization insurance to any employee who has hospitalization coverage under another policy.
- B. The coverage shall include Comprehensive Hospitalization coverage, MVF-2 with ward privileges, with riders: D45NM, CC, OPC, ML, FAE-RC, RPS,



PCES-1, PCES-2, XF-EF Exact Fill, DC, SD, COB-3, SAT-II, SOT-PE, (GLE-1), Predetermination, Prescription Drugs (\$2.00), PD-MAC, Master Medical (Option 2), MMC-PD.

Effective December 1, 1991, the employee may elect to be covered by: A Blue Cross/Blue Shield Preferred Provider Plan (Trust 15) and shall include comprehensive hospitalization coverage MVF 2; semi-private, with riders: D45NM, CC, OPC, ML, FAE-RC, RPS, XF-EF exact fill, DC, SD, COB-3, SAT-II, SOT-PE, (GLE-1), Prescription Drugs (\$2.00), PD-MAC, Master Medical (Option 4), MMC-PD.

These coverages as described by the above rider codes, shall not be changed (additions or deletions) except by mutual consent of the District and the Association.

- C. Employees may, through payroll deduction, arrange to have additional coverage for themselves and for other member(s) of his/her family if the coverage for these other member(s) is not included in the above.
- D. Michigan Hospital Service and Michigan Medical Service (Blue Cross/Blue Shield) shall not be a party to this Agreement and coverages and rates are hereby limited to the availability of such coverages and rates as provided by Blue Cross/Blue Shield.

#### **Option to Hospitalization Insurance**

##### **Section 18.3**

Employees covered by hospitalization insurance from another source shall be provided seventy-five dollars (\$75.00) per month for a tax deferred annuity. The employee must submit proof of hospitalization insurance from another source and sign with one of the District's approved tax deferred annuity providers.

#### **Long Term Disability**

##### **Section 18.4**

- A. An employee who is mentally or physically disabled may go on LTD after being off the job for one hundred eighty (180) calendar days because of said incapacitation. Such benefits shall be 66 2/3% of her/his gross salary at the time of her/his last work day. These benefits shall continue until said employee's death, or age 70, or her return to work. Benefits from age 66 through 70 may be reduced in accord with federal rules governing LTD.
- B. An employee may use leave days during waiting period.
- C. An employee may switch to long term disability after one hundred eighty (180) calendar days.

- D. It is expressly understood by the AAES and by the District that this LTD plan is subject to the rules and policies of the underwriter.
- E. The underwriter of this LTD plan shall not be party to this agreement and coverages and rates are hereby limited to the availability of such coverages and rates as provided by the underwriter of this LTD plan.
- F. The District shall select the underwriter for LTD.
- G. An employee may return to work when she is certified by an appointed team of qualified physicians.

#### **Dental Insurance**

##### **Section 18.5**

- A. Each employee will be provided Delta Dental Plan (Plan Auto Plus-008).
- B. It shall be the responsibility of the District to provide the employees appropriate Delta enrollment cards. These completed enrollment cards are to be in the Personnel Office by September 1 of each year of enrollment.
- C. It is expressly understood by the Association and by the District that the plan is subject to the rules and policies of Delta Dental Corporation of Michigan.
- D. Delta Dental Corporation of Michigan is not be a party to this agreement and coverage and rates are hereby limited to the availability of such coverages and rates as provided by Delta Dental Corporation of Michigan.
- E. Coverage under this Section is limited to husband, wife, and dependent children.

#### **Optical Care**

##### **Section 18.6**

The District shall provide full family MESSA VSP-III Plan to all bargaining unit members who qualify for coverage.

##### **Section 18.7**

The District shall be responsible for notification to the employees of the above insurance and shall have application forms and necessary information available for the employee.

## **WORKERS' COMPENSATION**

### **Section 18.8**

Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation law shall receive from the District the difference between the allowance under the Workers' Compensation Law and her/his regular salary for the lesser of one-hundred eighty (180) calendar days or the time required to qualify for long term disability benefits provided by the District. Benefits received by the employee from Avondale's Workers' Compensation Insurance in combination with the payment by Avondale, shall not exceed the employee's annual contract amount.

### **Section 18.9**

The District shall make available to all members payroll deduction for a member's voluntary participation in a Section 125 salary reduction agreement. The salary reduction agreement shall be the Rainbow Plan, Flexible Compensation Trust provided by Pension and Group Service Inc. The plan shall take effect January 1, 1992. The annual open enrollment period shall be between October 1 and October 31 each year.

## **ARTICLE 19 - NEGOTIATION PROCEDURES**

### **Section 19.1**

At least ninety (90) days prior to the expiration of this written agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, and terms and conditions of employment for secretaries employed by the District.

### **Section 19.2**

In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside the school District. It is recognized that no final agreement between the parties may be executed without ratification by the Board and by the membership of the Association. However, the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

### **Section 19.3**

The parties shall deal with the selected representatives of each, not with individuals.

#### **Section 19.4**

The Association and the District agree there will be no reprisals, subtle or otherwise, as a result of participation in Avondale collective negotiations.

#### **Section 19.5**

If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

#### **Section 19.6**

The Association and the District acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the District and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### **Section 19.7**

This Agreement supersedes and cancels all previous Agreements, verbally or written, or based on alleged past practices between the District and the Association, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding on either party unless executed in writing by each party and attached hereto.

### **ARTICLE 20 - MISCELLANEOUS PROVISIONS**

#### **Section 20.1**

This Agreement shall supersede any rules, regulations, practices, or past practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

#### **Section 20.2**

If copies of this Agreement or any application thereof 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. But all other provisions or applications shall continue in full force and effect.

### **Section 20.3**

This Agreement shall constitute the full and complete commitment between both parties. It may not be altered, changed, added to, deleted from, or modified in any way, except through the voluntary mutual consent of both parties in a written and signed amendment to this contract.

### **Section 20.4**

Because every building has problems unique to itself due to facilities, personnel, and the public, the involved employees are encouraged to jointly develop solutions to these problems which are not inconsistent with state law, school board policy, or the terms of this Agreement. The Association agrees that in expecting its members to conduct themselves in all aspects of their job responsibilities and employment in an ethical and proper manner, it shall exert all reasonable effort to rectify any action or attitude of any secretarial employee which may be considered to be improper or unethical.

### **Section 20.5**

Full-time employees are defined as employees regularly scheduled to work eight (8) hours per day except as provided in Section 12.1. Fifty-two (52) week employees are those employees scheduled to work fifty-two (52) weeks per year exclusive of holiday and vacation allowance. Forty-four (44) week employees are those employees whose schedule work year excludes holiday allowances and most of the teacher summer recess as provided in this Agreement.

### **Section 20.6**

Employees shall be required to work in a building only when a supervisor, custodian, or fellow employee is on duty in said building. If a supervisor, custodian, or fellow employee is not present, and the secretary chooses to leave the building, the employee's pay shall not be reduced.

### **Section 20.8**

The employer will provide in-service training each year. The employees will be released from regular duties without loss of pay or leave time to participate in the in-service. The Association shall be consulted for ideas.

### **Section 20.9**

The District shall provide the employees a properly furnished smoke free lunch room for their use. At the Administration Building office machines shall not be placed in the lunch room upon completion of the Administration Building renovation during the 1991/92 school year.

## ARTICLE 21 - EMPLOYEE EVALUATION

### Section 21.1

All monitoring or observation of the work performance of an employee shall be conducted openly and with the full knowledge of the employee. Electronic monitoring devices will be used only with the consent of the employee.

### Section 21.2

Every employee shall, during regular business hours, be permitted to review all files dealing with his/her employment. Every employee has the right to have an Association representative present while reviewing his/her files. It is understood that all evaluations hereinafter placed in an employee's personnel file shall be dated and signed by the author. A copy of all evaluations thus entered into an employee's personnel file shall be furnished to the individual evaluated.

Employee evaluations, reprimands, warnings, and directives may be challenged by the employees and, if it is found to be false, it will be removed from the employee's personnel files. However, such challenge must be made within six (6) months of the insertion of the item into the employee's personnel files.

A copy of all material hereinafter inserted in an employee's personnel files will continue to be furnished to the employee and is subject to challenge as previously stated in this section.

An employee has the right to prepare a written response to the enclosed material. The response shall be attached to the objectionable material.

### Section 21.3

Evaluations shall be conducted by the employee's supervisor.

### Section 21.4

After no later than eighty (80) calendar days of employment, a formal written evaluation report shall be furnished to all probationary employees covering the period of employment. The Superintendent or designee shall receive a copy of the signed evaluation.

### Section 21.5

Employees shall be evaluated prior to the end of their work year. The formal written evaluation report shall be furnished to non-probationary employees covering the current school year. The Superintendent or designee shall receive a copy of the signed evaluation report.



#### **Section 21.6**

If an employee is not provided the evaluation report in the time limit set forth in Sections 21.4 and 21.5 above, it shall be considered as being evidence that the employee's performance is at least satisfactory.

#### **Section 21.7**

A post-evaluation conference with the employee being evaluated, in order to review the evaluation will be held by the administrator prior to the submission of the evaluation report to the superintendent or designee. At this meeting the administrator and the employee being evaluated may, at their option, have one representative (Association representative and/or administrator) in attendance. The request for representation will be honored within twenty-four (24) hours or on the next scheduled work day. This time limitation may be mutually waived. Prior to the post-evaluation conference, the employee shall have had opportunity to review his/her evaluation report.

#### **Section 21.8**

If the District is going to recommend the termination of an employee, said employee and the Association shall be notified in writing of the recommendation and reasons for same. This notification shall be sent early enough to permit a meeting of the District and the employee to be scheduled (if the employee so requests), at least ten (10) days prior to formal action being taken by the Board.

#### **Section 21.9**

Nothing herein shall be construed to limit the administrator's right to include evidence or other documents of his/her choosing which are relevant to the evaluation.

#### **Section 21.10**

Any evaluation, reprimand, or disciplinary action record not conducted as outlined in this agreement shall be removed from the employee's files and not used for any purpose.

#### **Section 21.11**

The evaluation form used shall be approved by the District and Association. Any further changes shall be by agreement between the District and Association.


### **ARTICLE 22 - DURATION**

This agreement shall be effective as of July 1, 1991, and shall continue to be in effect until the 30th day of June, 1994. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ARTICLE 23 - SIGNATURES

FOR THE DISTRICT

President of the Board of Education

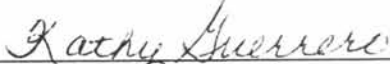
  
\_\_\_\_\_  
John Waugh

Superintendent of Schools

  
\_\_\_\_\_  
James Bird

FOR THE ASSOCIATION

President

  
\_\_\_\_\_  
Kathy Guerrero

Vice President

  
\_\_\_\_\_  
Julie Ballard

Executive Director

  
\_\_\_\_\_  
Thomas P. Fette

AAES BARGAINING TEAM

Beverly Bittner  
Thomas P. Fette  
Kathy Guerrero  
Barbara Mareski  
Kathy Polasek

ASD BARGAINING TEAM

Pan Brininger  
Monte Clute  
Viv Eggen  
Sandy Motz

PAY GRADE/CLASSIFICATIONS LISTING

1991/92

I	Information System Technician	52 weeks
II	Assistant Superintendent's Secretary	52 weeks
III	Directors' and Managers' Secretaries	
	Special Services Director's Secretary	52 weeks
	Finance Manager's Secretary	52 weeks
IV	Office and Building Staff	
	Administration Office Staff	
	Account Payable Clerk	52 weeks
	Payroll Clerk	52 weeks
	Community Education Secretary	52 weeks
	Facility/Construction Manager's Sec.	52 weeks
	Administration Office Secretary	52 weeks
	Senior Citizen Coordinator's Sec.	52 weeks
	Building Office Staff	
	Athletic Director's Secretary	44 weeks
	* High School Secretary	44 weeks
	Middle School Secretary	44 weeks
	Elementary School Secretary	44 weeks
V	Clerk/Typist/Receptionist	44/52 weeks
VI	Part-time Office Assistant	44/52 weeks

\* As long as the current employee remains as High School Principal's Secretary, the position will be a 52 week position unless the employee elects to become a 44 week employee. Once the position becomes a 44 week position it shall remain a 44 week position.

Summer High School building coverage will be with a part-time and/or special projects temporary secretary.

**APPENDIX A**  
**SALARY SCHEDULE**

**I. Information System Technician - 52 weeks**

Step	1991/92	1992/93	1993/94
1	23540	25188	26699
2	25145	26905	28519
3	26750	28623	30340
4	28355	30340	32160
5	29960	32057	33980
6	31565	33775	35802
7	33170	35492	37622

**II Assistant Superintendent's Secretary - 52 weeks**

Step			
1	21116	22594	23950
2	22475	24043	25486
3	23875	25547	27080
4	25279	27049	28672
5	26715	28585	30300
6	28083	30049	31852
7	29486	31550	33443

**III. Directors' and Managers' Secretaries - 52 weeks**

Step			
1	20664	22110	23437
2	21994	23534	25946
3	23365	25001	26502
4	24737	26469	28057
5	26142	27972	29650
6	27482	29406	31170
7	28855	30875	32728

**IV. Office and Building Staff**

Step	52 weeks		
1	19882	21274	22550
2	20975	22443	23790
3	22074	23619	25036
4	23170	24792	26280
5	24271	25970	27528
6	25369	27145	28774
7	27013	28904	30638

IV. Office and Building Staff

44 weeks			
Step			
1	16439	17590	18645
2	17345	18559	19673
3	18254	19532	20704
4	19159	20500	21730
5	20071	21476	22765
6	20981	22450	23797
7	22338	23902	25336

V. Clerk/Typist/Receptionist

52 weeks			
Step			
1	19240	20587	21822
2	20337	21761	23067
3	21434	22934	24310
4	22526	24103	25549
5	23635	25289	26806
6	24731	26462	28050
7	26191	28024	29705

V. Clerk/Typist/Receptionist

44 weeks			
Step			
1	15911	17025	18047
2	16817	17994	19074
3	17725	18966	20104
4	18629	19933	21129
5	19544	20912	22167
6	20449	21880	23193
7	21657	23173	24563

VI. Part-time Office Assistant - per hour

Step			
1	7.22	7.73	8.19
2	7.71	8.25	8.75
3	8.21	8.78	9.26
4	8.70	9.31	9.87

**APPENDIX B**  
**LONGEVITY SCHEDULE**

Avondale secretaries who are covered by the terms of this Agreement shall be entitled to longevity pay according to the following schedule:

	91/92	92/93	93/94
A. After seven (7) years of service:	\$268	\$287	\$307
B. After ten (10) years of service:	499	534	571
C. After fifteen (15) years of service:	765	819	876
D. After twenty (20) years of service:	1050	1124	1203
E. After twenty-five (25) years of service:	1351	1446	1547

Longevity is capped at twenty-five (25) years of service and will be paid in a lump sum on or about July 1 for fifty-two (52) week secretaries and on the first pay of the school year for school year secretaries.

Longevity shall be paid according to the following schedule:

- (1) All employees hired between July 1 and December 31 shall be paid longevity in the first check in January.
- (2) All employees hired between January 1 and June 30 shall be paid longevity in the first check in July.



Grievance No. \_\_\_\_\_  
Bargaining Agent \_\_\_\_\_

APPENDIX C  
AVONDALE SCHOOL DISTRICT  
GRIEVANCE REPORT FORM

GRIEVANT	BUILDING	DATE OCCURRED	DATE FILED
-----	-----	-----	-----
-----	-----	-----	-----

GRIEVANCE: INDIVIDUAL/CLASS/ASSOCIATION/I DO \_\_\_\_\_ DO NOT \_\_\_\_\_ WISH TO BE  
REPRESENTED BY THE BARGAINING AGENT.  
-----

SECTION(S) ALLEGED TO HAVE BEEN VIOLATED \_\_\_\_\_ PAGE(S) \_\_\_\_\_

STATEMENT OF GRIEVANT:

RELIEF SOUGHT:

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
-----  
LEVEL I (SUPERVISOR) DATE RECEIVED \_\_\_\_\_ DATE(S) OF MEETING \_\_\_\_\_  
POSITION OF PRINCIPAL: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
-----  
DATE RECEIVED BY GRIEVANT/ASSOCIATION \_\_\_\_\_ POSITION OF GRIEVANT/ASSOC. \_\_\_\_\_

SIGNATURE

DATE

LEVEL II (PERSONNEL MANAGER)

DATE RECEIVED \_\_\_\_\_

DATE(S) OF MEETING \_\_\_\_\_

POSITION OF PERSONNEL MANAGER:

SIGNATURE

DATE

DATE RECEIVED BY GRIEVANT/ASSOCIATION \_\_\_\_\_

POSITION OF GRIEVANT/ASSOC.

SIGNATURE

DATE

LEVEL III (SUPERINTENDENT) DATE RECEIVED \_\_\_\_\_

DATE(S) OF MEETING \_\_\_\_\_

POSITION OF SUPERINTENDENT:

SIGNATURE

DATE

DATE RECEIVED BY GRIEVANT/ASSOCIATION \_\_\_\_\_

POSITION OF GRIEVANT/ASSOC.

SIGNATURE

DATE

LEVEL IV (ARBITRATION) DATE REFERRED \_\_\_\_\_

DATE(S) OF HEARING \_\_\_\_\_

AWARD OF ARBITRATOR:

NAME \_\_\_\_\_

DATE \_\_\_\_\_

**APPENDIX D**

**OFFICE ASSISTANT**

Special Conditions: This is a part-time job. Preference will be given to former Avondale co-op students. There is no guarantee that such positions will always be filled. At no time shall there be more than three (3) Office Assistants employed in the District. Job Description is on file.

Salary See Appendix A.

Benefits: Holiday Pay

To qualify for holidays, the employee must work during the week before the holiday, and at least one day in the week after the holiday. Holidays will be paid at the employee's hourly rate time the average daily hours worked during the previous two (2) weeks.

MEMORANDUM OF AGREEMENT

This memorandum is to verify a mutual agreement that was reached between the Avondale School District Board of Education and the Avondale Association of Educational Secretaries, MEA/NEA (AAES) as indicated below:

It is agreed to be the Avondale School District and the Avondale Association of Educational Secretaries that beginning with the first year of the new Master Agreement (1991/92), a working committee comprised of three (3) members of the Association and three (3) administrators from the District shall be established. The purpose of this committee shall be to explore the building of a new package of benefit options. This committee shall have the power to recommend changes in the benefit package for the 2nd and 3rd years of the contract. Any such recommendations are subject to approval by the Avondale Association of Educational Secretaries and the Avondale Board of Education.

The undersigned, by affixing their signatures hereto acknowledge this agreement between the Avondale School District Board of Education and the Avondale Association of Educational Secretaries with the above statement.

For the Association

For the Board

Kathy Guerrero

President

James J. Burt

Superintendent

Thomas P. Felle

Executive Director

Robert D. Thuto

Director of Personnel

Dated: 11-7-1991

Dated: 11/7/91

MEMORANDUM OF AGREEMENT

This memorandum is to verify a mutual agreement that was reached between the Avondale School District Board of Education and the Avondale Association of Educational Secretaries, MEA/NEA (AAES) as indicated below:

It is agreed to by the Avondale School District and the Avondale Association of Educational Secretaries that beginning with the first year of the new Master Agreement (1991/92) a working committee comprised of three (3) members of the Association and three (3) administrators from the District shall be established. The purpose of this committee shall be to evaluate the job classifications of all positions covered by the Master Agreement. The committee will use the NEA job evaluation system for educational support personnel, the findings of the committee shall be binding on the District and Association. Any classification adjustments will be effective July 1, 1992. If the committee does not complete its work prior to July 1, 1992, the classification adjustments will be retroactive to July 1, 1992. No employee will be placed in a lower classification as a result of the committee findings.

The undersigned, by affixing their signatures hereto acknowledge this agreement between the Avondale School District Board of Education and the Avondale Association of Educational Secretaries with the above statement.

For the Association

For the Board

Kathy Guerrero  
President

James J. Sud  
Superintendent

Thomas P. Fette  
Executive Director

Mark J. Flute  
Director of Personnel

Dated: 11-7-1991

Dated: 11/7/91

