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BLOOMFIELD HILLS SCHOOLS

OFFICE PERSONNEL

August 1, 1992 through July 31, 1994

Bloomfield Hills Schools



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ARTICLE I - PREAMBLE

This Agreement is entered into on the 1st day of August, 1992, between the Board of Education, Bloomfield Hills Schools, County of Oakland, State of Michigan (hereinafter referred to as the "School Board"), and the Michigan Education Support Personnel Association (hereinafter referred to as the "Union").

ARTICLE II - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the term of this Agreement for all staff members of the School Board included in the Bargaining Unit described below:

All office clerical and secretarial personnel, excluding supervisors, temporary substitute staff, confidential staff members, as follows: secretary to the Superintendent, secretary to the Assistant or Deputy Superintendent, secretary in Personnel and Labor Relations, secretary to the Business Manager, Payroll-Data Processing secretary, Payroll clerk, Accountant; and all other staff.

ARTICLE III - REPRESENTATION

A. Officer Notification

The Union will furnish the Employer with lists of its officers, representatives and stewards who have dealings between the Employer and said Union, within five (5) days after their appointment.

B. Union Representatives

Duly-authorized local representatives of the Union shall be permitted to transact official Union business on school property, provided that this shall not interfere with nor interrupt normal school operations.

C. It is understood by the parties that the investigation, initiation and presentation of grievances should be carried on outside working hours. In the event a Union representative must use working hours to investigate or present a grievance, the representative shall first get the permission of the assistant superintendent for personnel and the building administrator and then conduct the investigation or presentation of the grievance as expeditiously and with as little interruption of work as possible.

ARTICLE IV - UNION SECURITY & DUES CHECK-OFF

A. Union Security

1. On the effective date of this Agreement, all individuals covered by this Agreement who are members of the Union will remain members for the duration of this Agreement.
2. Within ten (10) days after the thirtieth (30th) day of the effective date of this Agreement, all individuals who do not wish to join the Union shall, as a condition of employment, pay a service charge equal to the amount of the periodic dues required of a member of the Union for the duration of this Agreement.
3. Individuals hired, rehired, or reinstated in the unit shall, within ten (10) days after the thirtieth (30th) day following their employment or reinstatement in the unit, as a condition of employment, tender the periodic dues or the periodic service charge for the duration of this Agreement.
4. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability, that may arise by reason of the Employer's complying with the provisions of this article.

B. Dues Deduction

Staff who wish to do so may sign and deliver to the Business Office an assignment authorizing deduction of membership dues of the Union or the service charge, as set forth above. The dues or service charge shall be deducted periodically from the regular pay of all such individuals and remitted to the Union. Any such dues deduction authorization so delivered to the Business Office shall be irrevocable for the duration of this Agreement.

ARTICLE V - STAFF MEMBER RIGHTS

A. Legal Obligations

The Union and employer agree to recognize those applicable laws governing individuals in the work place.

B. Nondiscrimination

The Employer and the Union agree that an individual will not be discriminated against solely on the basis of race, religion, creed, national origin, sex, marital status or handicap.

C. Personnel File

An individual will have the right, per existing law, to review the contents of their personnel and payroll file, excluding pre-employment information; and to have a Union representative present during such review. The file review will be conducted at a time mutually agreeable to the parties.

Information included in the file will be in compliance with current legal standards. In the event of adverse inclusions, the individual may submit a written response concerning such inclusion, which will also be included in the file. The individual signature on file contents will confirm only that such has been reviewed by the individual.

ARTICLE VI - MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its staff;
2. To hire all staff members and, subject to the provisions of law, to determine their qualifications and the condition for their continued employment, or for dismissal or demotion; and to promote and transfer all such individuals;
3. To determine the hours of employment and the duties, responsibilities, and assignment of individuals with respect thereto, and the terms and conditions of employment.

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

ARTICLE VII - UNION RIGHTS

A. Bulletin Boards and School Mails

Bulletin board space and mail facilities in each building, including mail boxes, may be made available to the Union for official business. The Board, however, shall not assume the responsibility of, or any liability for, notices posted or to be delivered for Union purposes.

B. Use of Facilities and Equipment

With the approval of the administration, the Union may have the right to use school facilities and equipment for meetings, when such equipment and facilities are not otherwise in use. The Union shall pay for the cost of all materials and supplies incidental to such use and shall be responsible for proper operation of all such equipment. The use of District equipment and facilities will be subject to approval of the administration and within Board Policy.

C. Information

The employer will provide information to enable the Union to develop appropriate negotiation proposals as required under the law. It is understood that the foregoing shall not be construed to require the Board to compile information or statistics not already compiled or to furnish a copy of any document which has not become a matter of public record.

ARTICLE VIII - SENIORITY

A. The seniority of all individuals on the seniority list shall commence with the most recent date of hire by the Board.

B. Seniority List

1. The seniority list will include the names, job titles, classification and most recent date of hire of all individuals entitled to seniority.
2. The Board will keep the seniority list up to date by providing the Union with a current copy in July, October and February of each fiscal year.
3. Seniority shall include only secretarial services as a bargaining unit member.

C. Probationary Period

1. The first forty-five (45) full work days of employment shall be probationary with no seniority, temporary leave or other benefits, except holiday pay, per Article XIX. If the individual is absent, the probationary period is extended by the number of days absent. Any other extension of the probationary period will be by mutual agreement of the Board and the Union.
2. If the individual is continued in employment beyond the forty-five (45) day probationary period, the individual shall acquire the status of a seniority staff member and seniority shall be established from the first day worked as a probationary staff member. Fringe benefits, such as life insurance and income protection, will commence with the first day as a seniority staff member, however, hospital/medical benefits will commence on the first day of the month following completion of the probationary period.
3. The Union shall represent probationary staff for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. Probationary staff may be summarily discharged.

D. Loss of Seniority

Staff members shall lose seniority if they quit, if they are discharged and the discharge is not reversed through the grievance procedure, if they are absent without notice or approval for three consecutive working days, or a failure to respond within ten (10) working days from date of mailing of recall letter to the individual's last known address as provided by the individual and shown on the individual's record, or if laid off for a period of time exceeding one year.

E. Seniority (Leaves of Absence)

Staff, while on medical or maternity leaves of absence, shall be able to accumulate up to one year of seniority.

ARTICLE IX - LAYOFF

A. In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the School Board, the individuals immediately affected may be laid off without regard for seniority for a period not to exceed one (1) week. Temporary layoffs which exceed the one- (1) week period shall thereupon be regulated by seniority and qualifications.

B. In the event that it becomes necessary to reduce the number of staff through layoff from employment, substitute and temporary staff then probationary staff in the affected positions will be laid off first.

C. In the event layoff of regular seniority staff becomes necessary, those individuals in the affected positions shall be removed first.

D. Any individual so removed may exercise seniority district-wide to remove the least senior staff member in the same or lower classification, provided the individual has the seniority and can satisfactorily meet the standards and is capable of performing the work without a trial period.

E. If the individual who is being displaced under Paragraph D, above, has seniority, the individual may either accept the layoff or displace the least senior staff member in a lower classification, provided the first individual has more seniority and can satisfactorily meet the standards and that the most senior individual is capable of performing the work without a trial period.

F. It is understood that "capable of performing" the work includes temperament, personality and ability to work with a particular administrator or the public or teachers and students in a harmonious relationship, which factors are to be considered in determining capability.

In the application of this provision, the assistant superintendent for personnel will determine whether the individual is "capable of performing" the work.

G. Staff to be laid off for an indefinite period of time will be given at least ten (10) working days notice of layoff. Copies of layoff notices will be sent to the Local president on the same date the notices are issued to the individuals.

ARTICLE X - RECALL

A. The recall of staff members from a layoff shall be by classification in the reverse order of layoff, provided they can meet the standards and are capable of performing the work without a trial period.

B. All individuals having seniority, meeting the standards and capability requirements, will be recalled before any new staff are hired.

C. Notice of recall shall be sent to the individual at the last known address as provided by the individual and as shown on the Employer's records, by registered or certified mail. If an individual fails to report for work within ten (10) working days from date of mailing of notice of recall, the individual shall be considered as having quit.

D. Each individual is responsible for keeping the Employer advised in writing of any changes of address and will not be excused for failure to report for work or recall if the individual fails to receive recall notice because of their own failure to advise the Employer in writing of change of address.

ARTICLE XI - GRIEVANCE PROCEDURE

A. Procedure

Any complaint by an individual concerning the application, meaning, interpretation or alleged violation of this Agreement, or concerning any disciplinary action, shall constitute a grievance and shall be processed as follows.

No grievance shall be processed unless it is presented within ten (10) working days of its occurrence or knowledge of its occurrence. The time limits set forth in Steps 1 and 2 may be extended by mutual consent of the parties. Further, any step in the procedure may be omitted upon mutual consent of the parties.

Step One

The initial presentation of any grievance shall consist of an informal discussion between the staff member and immediate supervisor. At the option of the individual, representatives of the Union (2) may participate in the discussion at Step One. Other employer representatives (2) may also participate.

If the decision is not satisfactory to the individual or the Union, the grievance shall be reduced to writing and presented to the immediate supervisor within five (5) working days of the Step One meeting. The immediate supervisor shall answer in writing within five (5) working days of receipt of the grievance.

Step Two

If the decision of the immediate supervisor is not satisfactory, the grievance, in writing, will be referred by the grievant to the assistant superintendent for personnel within five (5) working days of receipt. A hearing date will be established within ten (10) working days.

Within five (5) working days after the hearing or its investigation, the assistant superintendent for personnel shall advise the aggrieved individual(s) and the Union of the decision in writing.

Pre-Arbitration

Within ten (10) working days after the Step Two answer, the union or Employer may request a pre-arbitration hearing. This meeting must be held within ten (10) working days of the request for pre-arbitration.

Step Three (Arbitration)

If the alleged grievance is unresolved after Step 2, the matter may be referred to arbitration. The union may refer the matter to arbitration provided that notice to refer the matter is given to the other party within ten (10) working days from the date of the written decision at Step Two, or after pre-arbitration is conducted. Within five (5) working days after the date of the written request for arbitration, designated representatives of the Employer and the Union shall make every reasonable effort to agree upon a mutually acceptable arbitrator.

If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

The Arbitrator shall hear the grievance in dispute and shall render a decision in writing within thirty (30) calendar days from the close of the hearing. The Arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The Arbitrator's decision shall be final and binding upon the Employer, the Union, and the staff member(s) involved.

The Arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of such expressed provisions. The Arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Employer where the Employer is given discretion by the terms of this Agreement or by the nature of the area in which the Employer was acting. The arbitrator shall not render any decision which would require or permit an action in violation of Michigan School Laws.

The Arbitrator's fees and expenses shall be shared by the Employer and the Union equally. The expenses and compensation for attendance of any individual, witness, or participant in the

arbitration shall be paid by the party calling such individual, witness, or requesting such participant.

B. Individual Grievances

Notwithstanding the foregoing provisions, it is understood that any individual staff member at any time shall have the right to process a grievance on their own behalf, excluding arbitration, and have the grievance adjusted, without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement. The Union shall have the right to attend hearings on the matters and receive a copy of any disposition.

C. Monetary Awards

If a grievance is sustained, the aggrieved party shall be paid for financial loss, as determined in the final disposition. No claim for back wages shall exceed the amount of wages the individual would otherwise have earned at the regular rate.

ARTICLE XII - PROMOTION, TRANSFER & ASSIGNMENT

A. Postings and Bidding

1. Vacancies will be posted for a period of seven (7) calendar days in each building during which time any individual who desires the position may apply by bid. Each posting will set forth the position, classification, location and number of hours to be worked and will define the qualifications required for the position. Positions will be posted in buildings except during bona fide recess periods.
2. Except for unusual circumstances, posted positions will be filled within five (5) working days after the end of the posting period. If possible, as determined by the assistant superintendent for personnel the successful bidder will be transferred within ten (10) working days.

B. Filling Vacancies

1. Staffing Conditions

- a. Those bidders who are qualified and who have satisfactory work records will be considered on the basis of seniority in the District. The personnel department shall determine the qualifications of candidates.
- b. It is understood that suitable qualifications may involve complex problems concerning temperament,

personality and ability to work with a particular administrator or the public or teachers and students in a harmonious relationship, which factors are to be considered in determining promotions.

- c. Interested personnel will be given the opportunity to re-test for a posted position to determine skill qualifications.
- d. Less-than-52-week staff who make a written request shall have summer postings of secretarial vacancies mailed to their home. The individual shall be responsible for providing the most recent home address; failure to receive a posting in the mail shall not be subject to the grievance procedure.

2. Promotion

- a. Promotion is the change in jobs to one of a higher class and rate of pay.

3. Lateral Transfers

- a. Transfer shall be defined as the movement from one location to another with no change in pay or classification.
- b. Satisfactory performance and qualification are requisite for all lateral transfers unless otherwise mutually agreed between the parties. Those bidders who thus are qualified will be transferred on the basis of seniority.

4. Demotion

- a. Acceptance of a position that carries a lower rate of pay constitutes a demotion.
- b. Those staff members who are qualified, have satisfactory work records and who bid for a position in a lower classification will be placed in such position on the basis of seniority in the District.

- 5. An individual who bids on a position and is not selected for the promotion, transfer or demotion will, upon request, be provided the reason the individual was not appointed.

6. Involuntary Reassignments (Permanent)

Involuntary reassignment shall not take place without prior discussion with the affected individual, in which any objections to the assignment by the individual shall be considered. If the individual objects to the reassignment, they shall have the right to a full review of the case by the Local president, vice president, or chief steward and the assistant superintendent for personnel.

C. Trial Period Conditions

1. When an individual has been selected from bidding for promotion, transfer, or demotion, said individual shall begin a twenty- (20) work day trial period. In the event the individual is unable to perform the duties of the new job to the immediate supervisor's satisfaction, the individual shall be removed and returned to the former position and location. The vacancy shall then be filled by the next qualified candidate from the original posting.
2. During the trial period the individual may, at their option, return to the former position and location and pay rate without loss of status or seniority.
3. An individual accepted from a posting who turns down the offer or who accepts a lateral transfer, or demotion, but by their own choice does not complete the trial period, cannot bid any additional postings for a period of one month.

D. Notification of Change

The Union shall be provided a copy of each change of employment notice.

ARTICLE XIII - DISCHARGE & DISCIPLINE

A. Notice of Discharge or Suspension

The Board agrees, upon the discharge or suspension of a staff member, to promptly notify verbally or in writing the Local president or designee of such action.

Disciplinary actions will be for cause.

B. Upon request, the Board or its designated representative, will discuss the discharge or suspension with the individual and the Union. The Board, likewise, will discuss written reprimands with

the individual and the Union upon request. An individual shall be entitled to have present a representative of the Union during meetings concerning disciplinary action. When a request for such representation is made, no meeting will be conducted with respect to the individual until such representative of the Union is present, unless said representative fails to appear for twenty-four (24) hours.

C. Appeal of Discharge or Suspension

Should the discharged or suspended individual or the Union consider the discharge or suspension to be improper, a complaint shall be presented in writing to the Board. The matter shall be referred to Step Two of the Grievance procedure.

D. The Board retains the right to discharge a probationary individual for any reason and such action as deemed appropriate shall not be subject to the grievance procedure.

E. Use of Past Record

In imposing any discipline on a current charge, the Board will not take into account any prior infractions which occurred more than two (2) years previously; nor shall the Board take into account any misrepresentations through inadvertent error or mistake on an individual's application form which occurred more than two (2) years previously.

ARTICLE XIV - SPECIAL CONFERENCES

A. There shall be established under this article a closed forum, hereinafter called "special conferences," for the purpose of improving Employer/Staff relationships. It is understood by the parties, however, that the special conferences are not to be construed or utilized as a grievance or "gripe" session. It is to be utilized solely as a constructive basis for important matters. It is not to be considered as negotiations, except as provided elsewhere in this Agreement.

B. Special conferences will be arranged between the Local president and the Employer or its designated representatives by mutual consent of the parties. Such conferences shall be between two or three representatives of the Employer and two or three representatives of the union. Arrangements for the conference shall be made in advance, and a written agenda of the matters to be taken up shall be presented at the time the conference is requested. The names of the persons to be present shall be submitted prior to the conference. Matters taken up at special conferences shall be confined to those included in the agenda. An individual shall not lose time or pay for time spent in a special conference during the regular working day.

C. The representatives of the Union may meet at a place designated by the Employer on the Employer's premises for at least one-half hour (but not to exceed one hour) immediately preceding the special conference.

ARTICLE XV - WORKING HOURS

A. Shift Hours

1. Shift hours will be determined by the Employer, but each shift will consist of up to eight (8) consecutive hours to be worked in five (5) consecutive days excluding a thirty-minute unpaid lunch period. In the event, however, any full-time staff member is unable to take a work-free lunch period and is required to stay at their work station (and therefore must eat lunch while on duty), the individual will be granted a paid lunch period unless it is rescheduled by the immediate supervisor. The determination of whether the individual must work the lunch period shall be left to the individual's supervisor. If the paid lunch period is granted, the supervisor will adjust the individual's work schedule in line with the needs of the school's (or office's) opening-closing.
2. It is understood that if the paid lunch period is granted by the supervisor, the individual shall be on call and expected to perform any and all duties required.
3. It is further understood that this provision is not applicable in an emergency situation. The paid lunch period is anticipated only: (a) when the individual is regularly scheduled to work the lunch period (and is unable to take a work-free lunch period); (b) where the working requirement is consistently frequent; or (c) where a temporary change in schedule requires it for one week or more (the paid lunch period shall be effective only during the temporary change).

B. Breaks

Staff will be granted a ten-minute break in the morning and a ten-minute coffee break in the afternoon. It is understood, however, that because an office should not be left unattended, the individual may have to temporarily defer the time the break is taken. With the approval of the immediate supervisor, breaks may be used to extend the lunch period.

C. Overtime

Overtime will be paid at the rate of time and one-half for work over forty (40) hours per week. Double-time will be paid for service performed on Sundays or holidays designated in Article XIX.

Upon mutual agreement of the parties, compensable time at the earning rates defined above may be taken in lieu of the hourly rate.

D. Individuals in less-than-full-time or job-sharing assignments with a schedule other than daily, Monday through Friday, will be compensated only for regular days scheduled. Daily leave and vacation day earning will be determined based on the total hours per week divided by five.

ARTICLE XVI - COMPENSABLE LEAVE DAYS

A. Definition

Paid-for leave time will be provided in order to protect the individual's income during periods of unavoidable absence. The Board's primary concern is for periods of personal illness; however, in appropriate circumstances compensable days for family illness, bereavement, emergencies and personal business constitute legitimate usage.

B. Accumulation

Each staff member, upon completion of the probationary period shall be entitled to a current leave day earning at the rate of one day per month of employment service. These leave days for the current year shall be placed at the disposal of each non-probationary individual on July 1st. Unused leave left over at the end of the school year shall be accumulated to a maximum of one hundred (100) days for ten-month staff and one hundred twenty (120) days for twelve-month staff.

C. Use of Leave Days

Leave may be used, in accordance with the schedule specified herein, for personal or family illness, bereavement, emergencies and personal leaves. For all absences the individual is required to notify the School Administration upon first knowledge of the necessity for the absence. It is agreed that the use of leave days must be approved by the immediate supervisor and will be strictly confined to the legitimate purposes specified in the schedule which follows immediately.

1. Personal Illness: Bona fide involuntary physical incapacity to report for and discharge duties. It is understood that an individual may be required to provide a physician's certificate in cases of illness.
2. Family Illness: Bona fide pressing need due to illness of an individual's spouse, children or parents.
3. Bereavement: Up to three (3) days will be approved for death in the immediate or secondary family. Additional paid days will be approved dependent on family relationships, circumstances, and/or travel involved as determined by the Personnel Office, provided such additional leave days are available in the current or accumulated leave bank.

An individual's immediate family shall include spouse, parents, children, or persons living in the individual's household. Secondary family is considered to include the individual's grandparents, brothers and sisters. Proof of death may be required.

4. Personal Leave: Up to three (3) days per year from current leave days may be used for personal leave. Personal leave, in all cases except unforeseen emergency, requires at least two days' advance notice to the immediate supervisor. Personal leave cannot be utilized the day before or immediately following a holiday, vacation, recess or the beginning or ending of the school year unless approved by the assistant superintendent for personnel.

D. Use of Accumulated Leave Bank

The staff member's accumulated leave bank shall be available for use only for the reasons of personal illness or bereavement, and illness in the family as defined above.

An individual may use one personal leave day from the accumulated leave bank if the current leave is depleted and no days have been used for personal leave from the current leave bank.

Leave days for illness in the family may be used from the leave bank, up to a maximum of five (5) days per year for serious illness to a family member only after current leave bank has been exhausted and prior approval has been received from the assistant superintendent for personnel.

E. Leave Day Provisions

Leave days shall not be used for personal pleasure or extended vacations. Abuse of temporary leave shall be subject to one or

more warnings, to suspension and/or dismissal. All salary and fringe benefits of the individual are subject to being waived during the abused leave.

In the event that the service of an individual is interrupted by reason of discharge, termination, suspension, or leave, and said individual has utilized more sick leave days than have been accumulated on the monthly basis, then the value of the excess paid-for leave days shall be deducted from last pay check due the individual at the time of interruption.

F. Jury Duty

Staff who are summoned for jury duty examination and investigation must notify the personnel office within twenty-four (24) hours of receipt of such notice. If such individual then reports for jury duty, that individual shall continue to receive the regular daily wage for each day on which the individual reports for or performs jury duty and on which the individual would otherwise have been scheduled to work. Such time spent on jury duty shall not be charged against leave days.

To be eligible for jury duty pay differential, the individual must furnish the Business office with a written statement from the appropriate public official listing amounts of pay received, the days on jury duty, and a check for the full amount of the jury fee paid, excluding any travel allowance paid to the individual by the court. This payment by the individual shall be made to the Business Office no later than two (2) weeks after the return from jury duty. Any individual found abusing this privilege shall not be entitled to the pay differential.

G. Inclement Weather Days

On any day when school sessions are scheduled but that schedule is canceled by the superintendent due to weather or other conditions, and this official closing is announced on Radio Stations WJR, WPON, WWJ, or through a program established by the administration, clerical staff will be expected to report for work.

1. In the event of inability to reach work, the individual has the option of protecting income by charging that day against unused leave time should it be available; the individual also has the option of reporting to Central Office or making up time missed, as mutually agreed between the individual and the immediate supervisor. Should there be no leave days available, and the individual does not wish to make up the time missed, a docking of pay would be initiated for time missed.

2. In the event a facility must be shut down and the individual has reported for work, the individual may be released from work upon the supervisor's direction, with no loss of pay or leave day for the remainder of the day. If the facility is closed additional days, the individual will be reassigned to another facility.

ARTICLE XVII - LEAVES OF ABSENCE (non-compensable)

A. Maternity Leave

1. Maternity leave shall be considered a non-paid leave. The individual upon learning of the pregnancy must, no later than the fourth month of pregnancy, provide the Personnel Office with a physician's statement verifying estimated date of confinement. A written request for leave of absence indicating the date on which the leave is to be initiated shall be provided on or before the end of the sixth month.
2. The maternity leave shall begin as soon as the involved individual and/or the physician deem it necessary. An individual who desires to remain on the job must maintain a satisfactory attendance record and must provide verification from the physician of physical ability to do the work. If these conditions are not met, the administration will initiate the leave.

A maternity leave of absence will be granted for a maximum of one year (12 months) from the date the leave was effective.

3. An individual desiring to return from leave shall so notify the administration in writing and provide a physician's statement approving the return to work. Such notice shall be provided no less than fifteen (15) calendar days prior to the desired return date.

Return to work is contingent upon a vacancy being available for which the individual is qualified; and there shall be no layoff to provide a vacancy.

4. Reinstatement shall be to the same or a comparable position and one for which the individual is qualified. The request for return from leave shall be accompanied by a physician's statement indicating the individual's physical and emotional capability to resume a position.

In cases of adoption, the above provisions of Section A shall apply.

B. Military Leave

Reinstatement from Military Leave: Any staff member who enters into active service of the Armed Forces of the United States and upon the termination of such honorable service, shall be offered re-employment, provided the individual reports for work within ninety (90) days after discharge. Employment may be in the previous position held or a similar position of like status and pay, unless the circumstances have changed as to make it impossible or totally unreasonable to do so. In this event, the individual will be offered employment in line with seniority as may be available, and which the individual is capable of doing.

A probationary staff member who enters the armed forces and meets the foregoing requirements must complete the probationary period and, upon successfully completing it, will have seniority equal to the time spent in the armed forces.

C. Leave for Union Business

A maximum of eight (8) days per year, not for consecutive use, may be used for the conduct of Union business. It is understood and agreed that the use of these non-compensable days will be considered only when the office operation can be continued with no interruption, and is finally contingent on the approval of the immediate supervisor. These days will not be used in combination with other leave days or vacation.

D. Conditions for Return from Leave

1. An individual released by a physician for return to work will be assigned to the first vacancy for which the individual is qualified.
2. The Board of Education reserves the right to have any individual returning from a leave of absence examined by a Board-appointed physician to verify their ability to return with no limitations.
3. An individual who is on an extended leave of more than eighteen (18) consecutive months from the first date of the absence, and doesn't return upon the expiration of the leave, will be considered a termination.

E. Maternity Leave Compliance

Maternity leave and maternity-as-a-disability provisions will be in compliance with the law. However, pending future developments in the law, the District reserves the right to apply contract provisions, concerning leaves for maternity reasons, in a manner consistent with past practice and bargaining history.

ARTICLE XVIII - VACATION

A. Vacation-Earning Schedule

Staff (those normally scheduled or expected to work at least twenty hours per week) shall be granted vacations with pay. As of June 30th each year, each full-time individual shall receive the following vacations with pay:

1. Twelve-Month Staff

1 thru 2 years seniority	10 working days
3 thru 5 years seniority	15 working days
7 years and more	20 working days

2. Ten-Month Staff

1 thru 4 years seniority	8 working days
5 thru 8 years seniority	12 working days
9 years and more	14 working days

(One additional day for each additional year over 9 years to a maximum of 18 working days.)

B. Vacation for all staff is earned during the period July 1 through June 30, for use during the fiscal year immediately following the year in which the days are earned. Those individuals who have less than one year of service shall have their vacation earning computation premised on the number of months of service, and all others with more than one year of service shall follow the established earning schedule.

One year shall be defined as twelve months for a fifty-two week staff member; and for a less-than-fifty-two-week staff member one year shall be defined as ten months.

The use of non-compensable leave will be granted only after all earned vacation has been used. Any request for non-compensable leave or pro-rata use of vacation requires the prior approval of the assistant superintendent for personnel.

C. Vacation Use

1. The vacation year shall be from July 1 to June 30. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the individual, to the extent possible, and the efficient operation of the Department concerned, provided the vacation during the school year can be handled without additional cost to the Employer and within the personnel resources of the office, department, or classification.

2. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not interfere with the operation of the Department concerned.
3. When one of the holidays falls on a day other than Saturday or Sunday during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
4. A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each vacation year. A vacation may not be waived by an individual and extra pay received for working during that period.
5. If an individual becomes ill and is under the care of a duly-licensed physician prior to vacation, the vacation may be rescheduled. If the individual is unable to take vacation which has been earned, vacation pay shall be allowed in lieu of taking the vacation.

C. Vacation Proration

Vacation earned for the year shall be prorated for any individual who misses work during the year due to time spent on short-term disability leaves, unpaid leaves of absence, layoff, worker's compensation situation, or any other unpaid prolonged absenteeism. Proration shall be based on the number of months worked.

D. Vacation Payment

1. Vacation pay will be based on the individual's hourly rate and regular working day (not to exceed eight hours) immediately previous to the vacation period (or immediately previous to the date of layoff or retirement in cases provided for in Section C, above).
2. If a regular payday falls during an individual's vacation, the check may be issued in advance before going on vacation. The request for a check must be made one (1) month before leaving, if it is desired in advance, except that Holiday pay will not be paid in advance.

E. Vacation Payment Upon Termination

Any individual who leaves the employment of the Employer during the fiscal year, as the result of dismissal or voluntary quit without two-week notice, shall forfeit all vacation rights. Staff who resign from employment of the District with proper notice (two weeks) will be paid accrued vacation.

An individual who is laid off, retires, or quits with two-week notice (but not an individual who quits without two-week notice or is discharged), shall receive unused vacation credit accrued from the preceding July 1 at the rate of 1/12 of vacation per month of employment (or major fraction thereof) after which the individual would have been entitled on the basis of seniority the following July 1. A recalled individual who received such credit at the time of layoff will have credit deducted from the next vacation pay should they be recalled.

ARTICLE XIX - HOLIDAYS

A. A maximum of ten holidays per year will be granted to each individual who has attained seniority and is scheduled for fifteen (15) hours or more per week. To be eligible for holiday pay, the individual must work the scheduled hours on the working days immediately previous to and following the holiday, except where the individual has received permission from the superintendent or designee in advance, or is on a compensable leave as defined in Article XVI of this Agreement.

Holiday pay will be based on the individual's hourly rate and regular work day (not to exceed eight (8) hours) immediately previous to the holiday.

B. The following days will be celebrated as paid holidays;

New Year's Day	Labor Day
Good Friday	Thanksgiving
Memorial Day	Friday following Thanksgiving
Independence Day	Christmas Eve
Christmas	New Year's Eve

C. When one of the enumerated holidays shall fall on Sunday, then Monday shall be deemed the holiday. When one of the holidays falls on Saturday, then Friday shall be deemed the holiday. Should the holiday schedule and the school calendar conflict, the Board will determine the dates to be observed as holidays. The Employer will review the proposed holiday calendar with the Union president.

ARTICLE XX - INSURANCE BENEFITS

A. Benefit Eligibility

Commencement and duration of coverage, nature and amount of benefits, and all other aspects of coverage shall be as set forth in the Group Policy and the rules and regulations of the carrier. The Employer's only responsibility shall be payment of the premiums for the benefits specified in this article.

An individual shall not be eligible for insurance benefits until the probationary period has been completed. The coverage shall be effective the first day of the month following completion of the probationary period.

B. Hospitalization Insurance

The District will have the option to select either the MFV-I or PPO health care plan to meet the terms of the negotiated health care.

The Employer shall pay the premium for individual coverage of the Blue Cross-Blue Shield Hospital and Medical Insurance (MVF-I, Master Medical Option 3, Semi-private room). Coverage will include the FC, ML, D45MN, RPS, Predetermination, XF, SAT2, MAC, SOT MMCPD, COB3, SD and the \$2 PDP riders for each full-time individual who elects such coverage (a "full-time" staff member is one who is normally scheduled or expected to work at least forty (40) hours per week).

The Employer will continue to pay Blue Cross-Blue Shield Hospital and Medical Insurance for full-family coverage for each full-time individual who elects such coverage (a "full-time" staff member is one who is normally scheduled or expected to work at least forty (40) hours per week).

Preferred Provider Organization (PPO)

The Employer will pay the premium for a PPO Plan; Comprehensive Hospital, semi-private room, MVF-1, D45NM, Trust 15, Plus 15, FAE-RC, ML, RPS, FC, SD, COB-3, SAT II, SOT-PE, GLE-1, \$2 PDP, PDMAC, APDBP, OPC, Master Medical Option II and MMC-POV.

Enrollment procedures and the movement by insured staff members between the PPO and MVF-I programs shall be governed by carrier provisions.

C. Hospital-Medical Benefit Proration

The Employer will participate in Blue Cross-Blue Shield Hospital and Medical Insurance for part-time staff on a pro-rata basis. The Employer's contribution for each part-time individual who elects coverage will be a fraction of the Employer's contribution for a full-time individual, said fraction to represent the relationship between the number of hours the part-time individual is regularly scheduled or expected to work each month and 173 hours.

D. Duplication of Insurance

There shall be no duplication of hospitalization insurance. The staff member must notify the Personnel Office of any personal

hospitalization coverage or coverage from spouse's hospitalization insurance plan. It is agreed that staff shall not knowingly cause the Board to provide hospitalization insurance coverage that is a duplication of such coverage already held by the individual. The Union shall encourage staff to abide by this policy and shall assist the Board in its enforcement.

E. Dental Insurance

For each individual working six (6) hours or more per day, the Employer will pay the premium in Classes I, II, III and IV, which includes preventative, basic care and prosthetics, a dental plan of Class I 90%, Class II 75%, Class III 60%, with a maximum per person per year of \$1,000.00, and Class IV of 60%, with a lifetime maximum of \$1000.00 per person.

It is agreed and understood that the Board of Education reserves the right to change carriers or to self-insure. Further, it is understood and agreed that orthodontic benefits are provided for eligible dependents, 19 years of age or less at the time treatment is initiated.

F. Life Insurance

The Employer shall pay the premium for a life insurance policy for each individual working six (6) or more hours per day who has successfully completed the probationary period, a life insurance policy which shall pay to the individual's designated beneficiary the sum of Forty Thousand Dollars (\$40,000.00) upon death, with provision for double indemnity in the event of accidental death.

G. Vision Insurance

The Employer will pay the premium for vision coverage for staff who work six (6) hours or more per day. The vision care program, comparable to the current Blue Cross-Blue Shield A-80 with a \$35 cap on frames, will provide annual services, including examination, lenses and frames, premised on a co-pay program with established reasonable and customary fee limitations.

Carrier selection shall remain the prerogative of the District and coverage provisions indicated above may vary, but will be comparable to the above.

Individuals currently provided dental and vision benefits per the 1990-92 collective bargaining agreement will be red circled and continued unless a voluntary change in hours per day is made by the individual.

H. Temporary Disability and Salary Continuation

The Employer shall provide for each individual working four (4) or more hours per day (average of 25 hours per week) and who has completed the probationary period, the following disability and salary continuation coverage:

1. For off-the-job sickness and accident, after all leave days have been used or ten work days, whichever is later, the individual will be paid:
 - a. Up to 30 work days at 75% of the individual's current wages;
 - b. Up to an additional 210 work days at 60% of the individual's current wages.
2. The amount received from the District will be reduced by any primary remuneration received, or for which the individual is eligible, during the last 120 work days, from the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veterans' benefits or other such pensions.
3. Those individuals who have more than ten leave days may elect to use a minimum of ten days or all available in current and leave bank prior to temporary disability coverage being initiated. Individuals who elect to maintain those days in excess of ten (10) will have access to unused leave days upon the return from leave.
4. Maternity as a disability will be recognized under the provisions of applicable law.

I. Long-Term Disability

The Board shall provide a long-term disability insurance plan for each individual working thirty (30) or more hours per week. Such disability insurance shall provide benefit of 60% of the monthly earnings up to a maximum payment of \$1,500.00 per month to the individual who is unable to work due to extended sickness or injury. The benefits of this plan shall commence after twelve (12) months of such sickness or injury and shall be payable until the individual returns to work, reaches age 65, or is deceased, whichever comes first. For the purposes of the long-term disability coverage, monthly earnings shall be the individual's regular salary divided by 12.

The amount received from the insurance company will be reduced by any primary remuneration received, or for which the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veteran's benefits or other such pensions.

J. Workers' Compensation

In the event an individual is absent from work due to a job-related accident, the individual will be paid, for a period not to

exceed 120 days from the date of the accident, the difference between the individual's full salary and such monies as may be received as Workers' Compensation benefits (loss-of-time benefits).

It is understood that no leave days shall be charged for absences related to a compensable job-related accident during the 120-day period defined above.

Should the individual continue to be off work beyond a period of 120 days, the individual shall not then be eligible for short-term disability benefits under Article XX. After the 120-day period, current and bank days may be used per Article XVI. No District supplement will be made after 120 days, as defined above.

Any staff member required to go to the doctor as a result of an on-the-job-accident will be paid for such work day without such time being charged against leave days, unless such injury was caused by horseplay or negligence of the involved individual. It is understood that visits other than the initial one at the time of the accident will be scheduled at times other than when the individual is scheduled to work, unless approved by the immediate supervisor.

Any benefits beyond one year shall be payable only under the terms of Workers' Compensation Act and Long-Term Disability insurance coverage of the District, provided under Article XX, Section I and J.

ARTICLE XXI - SEVERANCE

Upon severance of employment after five (5) year's service, for reasons of death, retirement, or quit with proper notice of not less than one week, but not an individual who quits without notice or is discharge, a severance payment for each unused leave day, up to the maximum, per Article XVI, will be made by the Board of Education as defined in the schedule described below.

5 years through 10 years	40%
11 years through 20 years	60%
21 years through 30 years	70%
31 years, plus	80%

ARTICLE XXII - RETIREMENT

The Employer and Union agree to conform to state and federal law concerning retirement.

ARTICLE XXIII - HEALTH

To provide continuing health and safety protection for students and school personnel, staff shall provide health certificates and submit to physical examinations as follows:

1. At the time of hiring, each individual shall provide a certificate from a physician showing that the individual is able to fulfill the assigned duties and that they are free from active tuberculosis and other communicable diseases.
2. As a condition of continued employment, each individual shall be required to file the results of a chest x-ray examination or the tuberculin skin test showing negative results, in compliance with Act 290, as amended, of Public Acts of 1966. The results of the test must be filed with the Personnel Office.

ARTICLE XXIV - RATES FOR NEW JOBS

The Board of Education will have the right to establish new positions in the bargaining unit as may be required. The Employer and the Union shall meet to negotiate the classification, wages, and working conditions of such positions.

ARTICLE XXV - DEFINITIONS

- A. Full-Time Staff: Full-time staff are defined as individuals regularly scheduled to work forty (40) hours per week, whether employed on a ten-month or twelve-month basis.
- B. Part-Time Staff: Part-time staff are defined as individuals regularly scheduled to work less than forty (40) hours per week, whether employed on a ten-month or twelve-month basis.
- C. Temporary Staff: Temporary staff (those hired for a period of 45 working days) are not part of the bargaining unit and are not covered by any of the provisions of this Agreement. Any individual hired on a temporary basis, but who works more than forty-five (45) consecutive working days, or who is rehired within thirty (30) days and works a total of more than forty-five (45) consecutive days, shall be considered to be a regular staff member and shall be covered by the provisions of this Agreement.
- D. Substitute Staff: Any temporary individual hired to substitute for a regular staff member who is on a compensable sick leave shall be allowed to exceed the forty-five (45) consecutive work day limit only as a replacement for the regular staff member. This does not apply to temporary staff hired as additional temporary help.

ARTICLE XXVI - MILEAGE

A. Staff required to use their personal vehicles as a necessary part of the job shall be paid the current IRS rate. To qualify for mileage payment, the individual must submit a mileage sheet in accordance with established District procedures.

B. In the event the monthly mileage is less than fifty (50) miles per month, the mileage sheet shall be held by the individual until the end of the month in which fifty (50) miles has been accumulated.

ARTICLE XXVII - WAGES

A. Salary

1. First Year (August 1, 1992 - July 31, 1993)

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>1L</u>	<u>2L</u>	<u>3L</u>
I	9.90	10.45	10.80	11.25	11.60	12.60	12.85	12.95	13.10
II	10.20	10.80	11.45	11.85	12.30	13.65	13.90	14.00	14.15
III	10.40	11.05	11.60	12.00	12.60	14.05	14.30	14.40	14.55

2. Second Year (August 1, 1993 - July 31, 1994)

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>1L</u>	<u>2L</u>	<u>3L</u>
I	10.25	10.10	11.15	11.65	12.00	13.05	13.30	13.40	13.55
II	10.55	11.15	11.85	12.25	12.75	14.10	14.35	14.45	14.60
III	10.75	11.45	12.00	12.40	13.05	14.55	14.80	14.90	15.05

B. Longevity

Full-time staff with continuous service (excluding unpaid leaves of absence and other breaks in continuous service) will receive longevity increments in accordance with the following periods of continuous service:

1. Six years - \$.25 over top step (1L)
2. Nine years - \$.35 over top step (2L)
3. Fifteen years - \$.50 over top step (3L)

Longevity increments will be paid on the regular pay period after the individual's anniversary date.

C. Classifications

Class I Clerk Typist, Machines Room Clerk, Enrollment Technician

Class II Attendance Secretary, High School Media Secretary, Switchboard Operator, Machine Operator, High School Records Secretary, High School Bookkeeper, High School Counseling

Class III Elementary School, Middle School and High School Principal's Secretary, Central Office Secretary, Student Services Secretary, Business Office Bookkeeper, Board Secretary

E. Increments and Experience Credit

1. The step increases shall be given upon completion of each year's employment with the District.
2. Three years maximum experience elsewhere may be counted.
3. An individual promoted to a higher wage class will be placed at the same experience level in the higher class which had been obtained in the lower class.

F. All Positions for Twelve-Month Employment

1. Certain positions may be for lesser months on written request and with the approval of the supervisor and/or director of personnel.
2. These leaves will be without pay.

G. Tuition Reimbursement

Reimbursement for tuition and books will be provided for those individuals required or approved to attend school providing coursework is completed with a grade of "B" or better. Reimbursement is subject to the coursework being directly related to the individual's current assignment, and having written approval prior to enrollment from the assistant superintendent for personnel. The total annual reimbursement for the entire bargaining unit will not exceed one thousand five hundred dollars (\$1,500).

Application and supporting information for tuition reimbursement shall be filed with the Personnel Office by June 30 of each year. Contingent on the total reimbursement requested, there may be a proration.

ARTICLE XXVIII - EFFECT OF AGREEMENT

A. Addendum to Contract

The School Board and the Union mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the School Board and the Union in an amendment hereto which shall be ratified and signed by both parties.

B. Conformity to Law

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Employer, the Union, and staff in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken with the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE XXIX - NO STRIKE/LOCKOUT

A. No Strike

The Union will not authorize, sanction, condone, participate in or acquiesce in, nor will any member of the bargaining unit take part in, any strike as defined in Michigan Public Act 336 of 1947, as amended by Michigan Public Act 379 of 1965 (to-wit: "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 for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment").

B. Lockout

No lockout of staff shall be instituted by the Employer during the term of this Agreement.

ARTICLE XXX - DURATION OF AGREEMENT

This Agreement shall be effective as of August 1, 1992, and shall continue in full force and effect until July 31, 1994. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) days prior to July 31, 1994, setting forth the intention to cancel, terminate, or reopen the Agreement as the case may be. Such notice shall be served in writing. In the event of a timely notice, the parties shall promptly arrange to meet for the purpose of negotiating a successor Agreement.

In the event that neither party serves upon the other a timely notice of desire to reopen the Agreement in the manner set forth herein, then in such event the Agreement shall automatically be extended for a period of one (1) additional year until July 31, 1995, which extension shall be subject to the reopening and extension provisions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly-authorized representatives this 13th day of July, 1993.

BOARD OF EDUCATION

BLOOMFIELD HILLS OFFICE
PERSONNEL, MESPA

by _____
President

President

Vice President

Vice President

Superintendent

Executive Director



