

6/30/90

The Plymouth-Canton Association
of
Educational Office Personnel

Master Agreement

1988-1990

Plymouth-Canton Community Schools

Michigan State University
RELATIONS COLLECTION
LABOR AND INDUSTRIAL

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ARTICLE I

RECOGNITION

- 1.1 THE PLYMOUTH-CANTON ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL shall be recognized as the exclusive bargaining agent for all regular secretarial/clerical personnel employed by the Plymouth-Canton Community School District as stated in the secretarial salary schedule.
- 1.2 The following positions are excluded from the bargaining unit:
 - Secretaries to the Superintendents;
 - Secretary to the Deputy Superintendent;
 - Secretaries to the Assistant Superintendents;
 - Secretary to the Assistant Superintendent for Employee Relations;
 - Secretary to the Executive Directors of Curriculum;
 - Substitutes
- 1.3 The purpose of this Agreement is to promote harmonious relations, cooperation and understanding between the Board, management personnel employed by the Board, and employees represented by the Association by establishing agreed upon standards for wages, hours conditions of employment, working conditions, Board Management rights, and Association employee rights, and a means of resolving any disputes or misunderstandings regarding same.
- 1.4 Copies of this Agreement, signed by the Negotiating Committee of the Association and by the Negotiating Committee of the Board and the President and Secretary of the Board, shall be distributed by the Board within thirty (30) working days of the signing hereof, to all employees represented by the Association. At the time of employment all new employees covered under this Agreement shall receive a copy of this Agreement and benefits will be reviewed with the new employee. This requirement is the responsibility of management.

ARTICLE II

MANAGEMENT RIGHTS

- 2.1 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association, either as to the taking of action under such rights, or with respect to the consequence of such action during the term of the Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right:
 - 2.11 to the executive management and administrative control of the school system and its properties, facilities, equipment and the activities of its employees during employee working hours;

- 2.12 to hire all employees and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion, and to promote and transfer all such employees;
 - 2.13 to establish levels and assignments as deemed necessary or advisable by the Board;
 - 2.14 to determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing dissemination, and/or selling its services, methods, schedules and standards of operation; the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein;
 - 2.15 to adopt rules, regulations and determine the number need and length of their assignments;
 - 2.16 determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-divisions, thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities.
 - 2.17 to determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
 - 2.18 to determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.
- 2.2 The above are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement.
 - 2.3 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 term of this Agreement, unless by mutual consent.
 - 2.4 Nothing in this Master Agreement shall be construed to limit the power and responsibilities conferred upon the Board of Education or the Superintendent under the Laws or Constitution of the State of Michigan. Specifically, the rights and responsibilities as are conferred under the School Code.
 - 2.5 The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE III

EMPLOYEES' RIGHTS

- 3.1 The Administration shall send to the President of the Association a copy of all job postings at the time positions are posted.
- 3.2 The Employer shall notify the President of the Association of the hire, transfer, promotion, termination, leaves of absence, and returns of all employees covered by this Agreement, within a reasonable time period.
- 3.3 The Association shall have the right to use school buildings, property, and facilities without charge to conduct Association business. Arrangements shall be made with the appropriate administrator at least one week in advance.
- 3.4 Inter-school courier service shall be made available to the Association.
- 3.5 Association members will be paid their wages for grievance hearings if such occurs during the member's scheduled work hours and will not be required to make up the time.
- 3.6 Employees may review contents of their personnel file upon request and may be accompanied by a P.C.A.E.O.P. officer if she so desires. An employee may have placed in her personnel file a rebuttal or her explanation of a document in her personnel file which she regards as detrimental.

ARTICLE IV

STRIKES AND LOCKOUTS

- 4.1 The Association agrees that during the entire life of this Agreement there shall be no sanctioned or condoned strike, sitdown, stay-in, slowdown or work interference or curtailment of any kind for any reason. The Association agrees it will not cause, nor will any member of the Association take part in any picketing of any of the District's schools or buildings.
- 4.2 The Association further agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, sitdowns, stay-ins, slowdowns, picketing or work interference curtailments of any kind by notifying the employees and the public that it disavows these acts.
- 4.3 All stewards and officers of the Association shall take prompt affirmative action to try to prevent any wildcat strikes, sitdowns, stay-ins, slowdowns, picketing or work interference or curtailments of any kind.
- 4.4 The Association agrees that the District shall have the right to discipline (including discharge) any or all employees who violate this Article, providing the Association reserves the right to grievance as to whether the employee was involved in said action.

- 4.5 The Board agrees that during the life of this Agreement there shall be no lockouts and insofar as may be permitted by law the Board hereby waives any right that it may have to sue the Association for damage resulting from unauthorized work stoppages.

ARTICLE V

NON-DISCRIMINATION

- 5.1 The provisions of this Agreement apply to all employees covered by this Agreement regardless of religion, race, color, national origin, age, sex, height, weight, or marital status.

ARTICLE VI

ASSOCIATION DUES

- 6.1 Secretarial personnel covered by this Agreement must, as a condition of employment, either join the Association and pay Association dues, or pay to the Association a representative service fee in the amount of which shall be determined by the Association as an employee's pro-rata share of the Association's cost of negotiating and administering the collective bargaining Agreement, and which sum shall be certified to the Board on an annual basis.
- 6.2 Upon successful completion of the probationary period, such dues and fees will be deducted in equal sums of monies for ten (10) pay periods beginning with the first pay in February. In no event shall the fees be greater than the dues.
- 6.3 The Association shall indemnify and save the School District, its employees and the Board of Education and individual Board members harmless against any and all claims, demands, suits, judgments, damages or other forms of action taken by the School District for the purpose of complying with this Article.

ARTICLE VII

VACATIONS

7.1 52 Week Personnel

- 7.11 Beginning with the first fiscal year of employment, employees will earn paid vacation of one day for each month of employment, to be taken the following fiscal year. (Maximum -twelve days)
- 7.12 During the first FULL fiscal year of employment, employees will earn twelve (12) paid vacation days, to be taken during their second full fiscal year of employment.
- 7.13 During the second FULL fiscal year of employment, employees will earn twelve (12) paid vacation days, to be taken during the third full fiscal year of employment.
- 7.14 During the third FULL fiscal year of employment, employees will earn fifteen (15) paid vacation days, to be taken during the fourth full fiscal year of employment.
- 7.15 During the fourth FULL fiscal year of employment, employees will earn fifteen (15) paid vacation days, to be taken during the fifth full fiscal year of employment.
- 7.16 During the fifth FULL fiscal year of employment, employees will earn twenty (20) paid vacation days, to be taken during the sixth full fiscal year of employment.

EXAMPLE - Hire Date 6/2/75

<u>Earned Fiscal Year</u>	<u>Fiscal Year to be Taken</u>	<u>Days to be Taken</u>
1974/75	1975/76	1 Day
1975/76	1976/77	12 Days
1976/77	1977/78	12 Days
1977/78	1978/79	15 Days
1978/79	1979/80	15 Days
1979/80	1980/81	20 Days

7.2 48 Week Personnel

- 7.21 Beginning with the first fiscal year of employment, employees will earn paid vacation of one day for each month of employment, to be taken the following fiscal year (maximum -eleven days).
- 7.22 During the first FULL fiscal year of employment, employees will earn twelve (12) paid vacation days, to be taken during their second full fiscal year of employment.
- 7.23 During the second FULL fiscal year of employment, employees will earn twelve (12) paid vacation days, to be taken during their third full fiscal year of employment.
- 7.24 During the third FULL fiscal year of employment, employees will earn twelve (12) paid vacation days, to be taken during their fourth full fiscal year of employment.
- 7.25 During the fourth FULL fiscal year of employment, employees will earn twelve (12) paid vacation days, to be taken during their fifth full fiscal year of employment.
- 7.26 During the fifth FULL fiscal year of employment, employees will earn fifteen (15) paid vacation days, to be taken during the sixth full fiscal year of employment.

EXAMPLE - Hire Date 6/2/75

<u>Earned Fiscal Year</u>	<u>Fiscal Year to be Taken</u>	<u>Days to be Taken</u>
1974/75	1975/76	1 Day
1975/76	1976/77	12 Days
1976/77	1977/78	12 Days
1977/78	1978/79	12 Days
1978/79	1979/80	12 Days
1979/80	1980/81	15 Days

7.3 43 Week Personnel

- 7.31 Beginning with the first fiscal year of employment, employees will earn paid vacation of one (1) day for each month of employment, to be taken the following fiscal year (maximum -10 days).
- 7.32 During the first FULL fiscal year of employment, employees will earn ten (10) paid vacation days, to be taken during their second full fiscal year of employment.
- 7.33 During the second FULL fiscal year of employment, employees will earn ten (10) paid vacation days, to be taken during the third full fiscal year of employment.
- 7.34 During the third FULL fiscal year of employment, employees will earn ten (10) paid vacation days, to be taken during their fourth full fiscal year of employment.
- 7.35 During the fourth FULL fiscal year of employment, employees will earn ten (10) paid vacation days to be taken during the fifth full fiscal year of employment.
- 7.36 During the fifth FULL fiscal year of employment, employees will earn twelve (12) paid vacation days, to be taken during the sixth full fiscal year of employment.

EXAMPLE - Hire date 6/2/75

<u>Earned Fiscal Year</u>	<u>Fiscal Year to be Taken</u>	<u>Days to be Taken</u>
1974/75	1975/76	1 Day
1975/76	1976/77	10 Days
1976/77	1977/78	10 Days
1977/78	1978/79	10 Days
1978/79	1979/80	10 Days
1979/80	1980/81	12 Days

- 7.4 All vacation days will be approved in advance by the immediate supervisor.
- 7.5 Vacations may be taken during the time school is in session, with approval of the immediate supervisor and the Assistant Superintendent, and shall be taken the school year following the year in which they are earned. Deviations from the above will be approved in writing by the immediate supervisor and the Assistant Superintendent for Employee Relations. Substitute clerical personnel may replace secretarial/clerical personnel on vacation, as requested by the immediate supervisor and the approval of the Assistant Superintendent for Employee Relations.
- 7.6 Vacation days shall not be accrued from year to year. By June 30 of each year all the vacation days for that year must be used and may not be carried over to the next fiscal year, unless deferred by administration.

- 7.7 If accumulated vacation time, or compensatory time is available, it may be used on the day preceding or the day following a paid holiday; with the one-week prior approval of the immediate supervisor.
- 7.8 An employee hired the first (1st) through the fifteenth (15th) day of the month will earn one (1) vacation day for that month. An employee hired after the fifteenth (15th) day of the month will earn one-half (1/2) vacation day for that month.
- 7.9 Fiscal year is July 1 - June 30.

ARTICLE VIII

HOLIDAYS

- 8.1 52 Week and 48 Week Personnel shall be granted the following paid holidays:

Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Memorial Day
Christmas Eve Day	Independence Day
Christmas Day	Good Friday
	(1) Personal Holiday

- 8.2 43 Week Personnel shall be granted the following paid holidays:

Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	Independence Day (Extended School Year Employees)
	(1) Personal Holiday

- 8.3 In order to qualify for pay for a holiday, an employee (unless ill) must work the day preceding a holiday and the day after if these days are normal working days.

- 8.4 Compensatory time will be granted when a holiday falls on Saturday or Sunday or during the vacation period.

- 8.5 All secretarial/clerical personnel, after completion of a satisfactory probationary period, shall be eligible for holiday pay.

- 8.6 Employees required to work any of the above holidays shall receive double time for hours worked in addition to the regular holiday pay.

ARTICLE IX

SENIORITY

- 9.1 Seniority will begin with the first day of employment as a regular employee within the bargaining unit.
- 9.2 If two or more employees have the same "Seniority Date" they will have their positions on the "Seniority List" decided by a lottery system, upon completion of their probationary period. The President of the Association or her designee will meet with the Administration to conduct the lottery. Employees involved may be present at the lottery.
- 9.3 An employee's seniority shall terminate when:
 - 9.31 an employee resigns or is discharged.
 - 9.32 an employee retires.
 - 9.33 an employee violates the terms of a leave of absence.
 - 9.34 an employee is absent without properly notifying the management unless a satisfactory reason is given.
 - 9.35 an employee fails to return to work and does not give a satisfactory reason within three (3) days after being notified to do so by management via certified mail.
 - 9.36 an employee is laid off for a continuous period equal to seniority she had acquired at the time of such layoff.
- 9.4 Seniority shall not accrue while on an approved leave of absence beyond the 180th day of leave.
- 9.5 An employee who takes another position with the Plymouth-Canton Community School District shall not continue to earn seniority in this bargaining group while in such position. If this person returns to the bargaining unit, she will receive only the seniority she accumulated up to the time of leaving this bargaining unit.

ARTICLE X

PROBATION

- 10.1 A probationary period of sixty (60) working days will be served by all new employees. No fringe benefits will be received until after the satisfactory completion of the probationary period. Probationary period may be waived by the Assistant Superintendent for Employee Relations or his designee.

ARTICLE XI

SCHOOL CANCELLATION

- 11.1 All regular seniority employees will be paid for any day when school is canceled by an Act of God, such as storms, snow, etc.

ARTICLE XII

PROMOTIONS

- 12.1 All vacancies and new positions will be posted for at least five (5) work days prior to having the position filled. If possible, vacancies and new positions will be filled from present employees who are qualified by training, experience, attitude, seniority, health and ability to get along with others.
- 12.2 Any Association member having made application for an open position shall be given full consideration; all applicants will be notified of subsequent hiring.
- 12.3 All positions will be posted at the Administration Building when school is not in session.
- 12.4 On promotion to a higher classification, an employee within the Association will not take a decrease in salary.
- 12.5 An employee who has successfully accepted a promotion will not be eligible to make application for another position for a period of one (1) year unless mutually agreed between the employee, administration, and Assistant Superintendent.

ARTICLE XIII

POLICY OF WORK

- 13.1 Existing policy regarding assignment and transfer shall apply. To maintain efficiency, temporary assignments to meet any emergency may be made by school administration. Temporary job assignments shall not exceed 90 work days in length.
- 13.2 Secretaries to Principals -District-wide - shall have the right each year in July to opt for a shorter work year upon written mutual agreement between the employee and the Assistant Superintendent for Employee Relations or his designee.
- 13.3 The normal work schedule shall be a seven and one-half (7.5) hour work day (except those positions which are eight (8) hours), and thirty-seven and one-half (37.5) hour work week; lunch time will not be considered a part of the work day.

- 13.4 Employees may take a break of not to exceed fifteen (15) minutes in the first half of the work day and not to exceed fifteen (15) minutes in the second half of the work day. Time of break shall be determined cooperatively by the employee and her immediate supervisor. Abuse of break may result in cancellation for offending employee.
- 13.5 43 week personnel are to work 215 days. 48 week personnel are to work 240 days. Paid holidays are to be considered time worked for those employees eligible.
- 13.6 Regular secretarial personnel, if qualified, may apply to substitute during that period which they are not regularly employed, and will be paid on a substitute basis.
- 13.7 The need for co-op office workers will be determined by the supervision of the respective location, meeting with the Assistant Superintendent for Business and the Assistant Superintendent for Employee Relations, between August 20 and September 4 for the following fiscal school year. Factors involved will include the size of the school, number of students, number of certified and classified school personnel, availability of a public address system and the school program. It is not the intended purpose to eliminate secretarial positions.
- 13.8 An employee may, only at their discretion, administer medication or first aid to students.
- 13.9 At the time of employment, the Assistant Superintendent for Employee Relations or his designee shall evaluate all previous experience for step placement on the salary schedule.

ARTICLE XIV

OVERTIME

- 14.1 Overtime pay at the rate of time and one-half for hours worked over (40) hours per week will be paid when approved in advance by the immediate supervisor. Regular salary rate will be paid for any hours worked over 37.5 hours to 40 hours per week.
- 14.2 Compensatory time and one-half off, in lieu of overtime salary for hours worked over forty (40) hours per week, may be granted when mutually agreed upon by the employee and her immediate supervisor.
- 14.3 Compensatory time may be granted for adjusted work week when mutually agreed upon by the employee and her immediate supervisor.

INSURANCE

15.1 Hospitalization:

- 15.11 Plymouth-Canton Community School District will provide Blue Cross Hospital-Surgical Master Medical Insurance for regular 7.5 hour/day or more full time, secretarial/clerkal employees (includes 43, 48 and 52 week personnel) and her immediate family at no cost to the employee. Immediate family includes employee, spouse and unmarried children from birth to age 19. MVF-11 \$2. drug co-pay. Riders FAE/RC and VST are to be effective August 1, 1986.
- 15.12 Probationary personnel may enroll, if desired, by paying full premium during the probationary period.
- 15.13 For personnel employed on a part time basis (less than 7.5 hour/day full time, 43, 48 and 52 week personnel), Blue Cross Hospital-Surgical Master Medical Insurance will be provided, if desired, with the premium to be paid by the employee on a pro-rata basis.
- 15.14 The District maintains the right to change insurance carriers if same benefits are provided.

15.2 Life Insurance:

(\$20,000 Term Life Insurance effective August 1, 1986)

- 15.21 Plymouth-Canton Community School District will provide a term life insurance policy of \$20,000 (1986/1988 School Years) for each regular 7.5 hour/day or more, full time, secretarial/clerkal employee (includes 43, 48, and 52 week personnel).
- 15.22 Probationary personnel may enroll, if desired, by paying full premium during the probationary period.
- 15.23 For personnel employed on a part time basis (other than 7.5 hour/day or full time 43, 48, and 52 week personnel), life insurance will be provided if desired, with the premium to be paid by the employee on a pro-rata basis; the same pro-rata basis shall apply to all fringe benefits.

15.3 Long Term Disability:

- 15.31 The Plymouth-Canton Community School District will pay 60% of the premium for income protection insurance at the request of the employee and as provided under the District's current Long Term Disability (L.T.D.) policy.

15.4 Dental:

- 15.41 Equivalent of 80/80/80 dental coverage for full time 43, 48, and 52 week clerical personnel. Premiums will be paid by the School District.

15.5 Vision:

- 15.51 Family Coverage - 24 Month Basic Plan.

16.1 Sick Leave:

- 16.11 48 and 52 week personnel will be entitled to earn sick leave of one work day with pay for each month of service beginning with the month of hire and cumulative to 148 days.
- 16.12 43 week personnel will be entitled to earn sick leave of one work day with pay for each month of service beginning with month of hire and cumulative to 140 days.
- 16.13 On July 1 of each fiscal school year, 48 and 52 week personnel shall be credited with twelve (12) sick leave days and 43 week personnel, on the day they return to work from summer vacation, shall be credited with ten (10) sick leave days.
- 16.14 Employees returning from sick leave or extended leave may be requested to present a doctor's statement that the employee is able to return to work.
- 16.15 Consideration will be given for the use of accumulated sick days in cases of family illness, when recommended by the immediate supervisor.
- 16.16 The District reserves the right to have an employee examined by a physician at any time.
- 16.17 It is understood by the signed parties that regular P.C.A.E.O.P. employees who have perfect attendance for the 1987/88 school year will be granted two (2) personal bonus days for the 1988/89 school year. For those regular P.C.A.E.O.P. employees who have perfect attendance for the 1988/1989 school year will be granted two (2) personal bonus days for the 1989/1990 school year. Vacation days, bereavement days and worker's compensation (less than 30 days) will not be charged against bonus days.

16.2 Workers' Compensation:

- 16.21 As required by law, all employees of this Agreement are covered by the Michigan Worker's Compensation Act.

16.3 Maternity Leave:

- 16.31 The Plymouth-Canton Community School District shall grant a leave of absence for maternity, without pay or benefits, to any regular secretarial/clerical employee who has been employed for one year or more, upon written request for such leave and upon proper certification of pregnancy by the employee's physician.
- 16.32 An employee upon notification of pregnancy must notify her immediate administrative supervisor and shall be permitted to remain on their regular work until they have become disabled. At the end of their seventh (7th) month of pregnancy the employee will be required to submit a physician's report indicating her ability to work. Returning from an approved maternity leave will be contingent upon an appropriate opening in the District. If no opening occurs, an employee will be assigned to the first appropriate opening she is capable of filling.
- 16.33 Maternity leave of absence may be for a period of two (2) full years if so requested by the employee.

16.4 Personal Business:

- 16.41 TWO PERSONAL BUSINESS DAYS PER YEAR may be granted upon the approval of the immediate administrative supervisor. Days approved are deducted from the employee's sick bank. Substitute secretaries will replace personnel using personal business leave. Guidelines as set forth in Addendum 'A' are to be followed in granting personal business days.
- 16.42 ONE PERSONAL BUSINESS DAY may be granted without the approval of the immediate administrative supervisor to those employees having thirty (30) days or more in the sick leave bank. Personal business days are deducted from the employee's sick bank. Substitute secretaries will replace personnel on personal leave.
- 16.43 ONE-HALF PERSONAL BUSINESS DAY may be granted, without the approval of the immediate administrative supervisor, to those employees having more than eighteen (18) days and less than thirty (30) days in the sick leave bank. Personal business days are deducted from the employee's sick bank. Substitute secretaries will replace personnel on personal leave.
- 16.44 Secretarial/clerical personnel will use prudent good judgment in notifying immediate administrative supervisor prior to using personal business days.

16.5 Extended Leaves of Absence:

- 16.51 Any regular office employee, in the full time service of the School District of one year or more, without pay or benefits, may make application for a leave of absence in writing to the Assistant Superintendent for Employee Relations.
- 16.52 Leave of absences for personal or family health or for personal circumstances of a highly unusual or compelling nature, may be granted only upon the approval of the immediate supervisor and the Assistant Superintendent for Employee Relations.
- 16.53 Notice of intention to return or resign must be sent to the Assistant Superintendent for Employee Relations prior to one month before the expiration date of the leave. Failure to provide such notice shall be equivalent to a resignation.
- 16.54 When returning from a leave of absence of one month or longer, or after an accident or surgery, office employees must obtain a certificate of good health from a doctor designated by the District.
- 16.55 Office employees granted leaves will, if possible, be reinstated in positions that are the same or similar to the ones held when granted the leave, when such opportunity becomes available.

- 16.56 Upon notice of intent to return, the Assistant Superintendent for Employee Relations shall reply as to the status of existing positions and the options available to the employee. Such reply shall be forwarded to the employee and the President of the Association. If an available option is not exercised within one week, the employee's leave will be canceled and employment terminated.
- 16.57 Vacation time, accumulation of sick leave and other employee benefits shall not be accrued during personal leaves of absence, but they shall be retained.
- 16.6 Leave for Jury Duty & Subpoena Witness:
- 16.61 Recognizing it is the obligation of every citizen to serve as a juror when called upon to do so, an employee called for jury service or subpoenaed as a witness will be granted leave with full pay. However, the money earned as a juror, except the money received for mileage, shall be deducted from the pay which would normally be earned while service as a juror. This provision to apply in the event the Employer is unable to obtain a waiver of such duty.
- 16.7 Bereavement:
- 16.71 In the event of a bereavement in an employee's immediate family, a seniority employee may take up to five (5) working days of his accumulated sick leave, with pay, at the time of bereavement. Immediate family is construed to mean wife, husband, children, parents, brother, sister, grandparents, mother-in-law, father-in-law. Additional days may be granted in extenuating circumstances, or to travel long distances for funeral services, providing said time has been approved.
- 16.8 Association Days:
- 16.81 The Association shall be granted the use of eight (8) days per year for their attendance at conferences, conventions, workshops, consultation with legal counsel and other mutually agreed to functions between the Association and Management.

ARTICLE XVII

PROFESSIONAL PROBLEMS

- 17.1 Grievance Procedure:
- 17.11 A grievance is a written complaint by an employee in the bargaining unit submitted as a grievance concerning:
- 17.111 An alleged violation of this Agreement.
- 17.112 An alleged violation of Board of Education policies related to working conditions not specifically covered by this Agreement.

- 17.12 Working days shall be Monday through Friday, excluding holidays.
- 17.13 Time limits may be extended by mutual agreement.
- 17.14 Any grievance not processed to the next step of the grievance procedure within the specified time limit shall be deemed settled on the basis of the last decision rendered.
- 17.15 A grievance not answered within the specified time limit may be processed to the next step of the grievance procedure.
- 17.16 No grievance shall be processed based on the occurrence of a condition prior to the execution of this Agreement.
- 17.2 Grievance Procedure (All grievances must be handled by the following procedure):
- 17.21 Step 1 The employee shall, within five (5) working days of the alleged occurrence discuss her problem with her supervisor.
- 17.211 An employee not satisfied with a personal conference with her supervisor may take her problem to the committee for consultation. The committee chairperson may visit the supervisor in a further effort to resolve the grievance, which visit shall occur within five (5) working days after the event giving rise to the problem. The supervisor shall give his decision within three (3) working days.
- 17.22 Step 2 If the problem is not resolved in the informal conference it shall be reduced to writing, clearly stating the claimed basis for the grievance and shall be signed by the employee and presented to the supervisor by the committee chairperson within five (5) working days following the decision reached at the informal conference of this procedure. The written grievance may be presented to and discussed with the supervisor by no more than two (2) committee representatives accompanied by the employee at the discretion of the committee. Within five (5) working days after receiving the written grievance, the supervisor shall communicate his decision in writing, together with the supporting reasons to the committee chairperson and employee.
- 17.23 Step 3 Within five (5) working days after delivery of the supervisor's decision, the grievance may be appealed to the Assistant Superintendent for Employee Relations, or his designated representative, by the committee chairperson. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by a copy of the decision at Step 1. Within five (5) working days

after delivery of the appeal, the Assistant Superintendent for Employee Relations, or his designee, shall investigate the grievance and shall communicate his decision in writing together with the supporting reasons to the committee chairperson and to the supervisor.

- 17.24 Step 4 Within five (5) working days after delivery of the Assistant Superintendent for Employee Relations' decision, or his designee, the grievance may be appealed to the Superintendent by the committee chairperson. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions. Within ten (10) working days after delivery of the appeal, the Superintendent shall investigate the grievance and shall communicate his decision in writing together with the supporting reasons to the committee chairperson, the Assistant Superintendent for Employee Relations and to the supervisor. As part of his investigation the Superintendent may give an opportunity to be heard to the aggrieved employee and also to the committee chairperson.
- 17.25 Step 5 Within five (5) working days after delivery of the Superintendent's decision, the grievance may be appealed to the Board of Education by the committee chairperson. The appeal shall be in writing and shall set forth specifically the act or condition and the ground on which the grievance is based and shall be accompanied by copies of previous decisions. Within fifteen (15) working days after delivery of the appeal, the board shall give the committee chairperson an opportunity to be heard. The Board shall render its decision in writing together with the supporting reasons within twenty (20) working days after the delivery of the appeal.
- 17.26 Step 6 Arbitration: Any unresolved grievance which related to the interpretation, application or enforcement of a provision of this Agreement or any written supplementary agreement and which has been fully processed through the last step of the grievance procedure may be submitted to binding arbitration by either party in strict accordance with the following:
- 17.261 Arbitration shall be invoked within ten (10) working days of the decision in Step 4 by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon arbitrator within seven (7) working days of such notice the parties desiring arbitration shall refer the matter to the American Arbitration Association for the selection

of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association except where expressly provided otherwise in this Agreement.

- 17.262 The arbitrator, the grievance committee chairperson or the employer may call any employee as a witness in any arbitration hearing.
- 17.263 Each party shall be responsible for the expenses of the witnesses that they may call.
- 17.264 The arbitrator shall have no power to rule on any matter not involving an alleged violation of specific provisions of this Agreement, or any matter not involving an alleged violation of a rule or policy of the Board.
- 17.265 The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.
- 17.266 The decision of the arbitrator shall be final, conclusive and binding upon employer, employees, and the Association.
- 17.267 The expenses of the arbitrator shall be shared equally by the parties.
- 17.268 There shall be a standard grievance form for all levels. The employee may ask a member of the committee for help in filling out this form.

ARTICLE XVIII

PROFESSIONAL IMPROVEMENT

- 18.1 Upon prior approval and satisfactory completion of courses designed for professional improvement, regular full-time employees shall be eligible for reimbursement of tuition. To be eligible for reimbursement, prior approval for any courses must be given by the Assistant Superintendent for Employee Relations or his designee.

ARTICLE XIX

RETIREMENT ALLOWANCE

- 19.1 In appreciation for services to the School District, a retirement payment of one-hundred dollars (\$100.00) (effective August 1, 1986) per year of continuous service, up to thirty (30) years, shall be paid upon retirement,

provided the employee shall have been employed in the School District for at least ten (10) years and is eligible and has made application for Michigan School Employees' Retirement Fund benefits. Payment will be made upon evidence that application has been made with reasonable assurance that the retiring employee qualifies and begins collecting benefits upon their retirement from the District.

ARTICLE XX

STAFF REDUCTION

- 20.1 Should a staff reduction become a necessity the following guidelines shall be utilized:
 - 20.11 Reduction shall begin with the lowest seniority employee in a particular job classification; e.g., bookkeepers, clerk-typists, specific secretarial classification, etc.
 - 20.12 The only exception to this shall be if the low seniority employee's position cannot be properly performed by an employee with more seniority.
 - 20.13 An employee reduced from their affected classification due to a reduction in force, will then displace the employee with the least seniority District-wide, seniority permitting, in the classification she is capable of filling.
 - 20.14 If the layoff is to be a temporary situation, the employee shall be given first opportunity to apply for an open position; further, that they be afforded an opportunity at preferred substitute work.
 - 20.15 Upon assignment to a regular position, an employee who has been laid off will maintain formerly accumulated seniority and sick days.
 - 20.16 Under no circumstances will an employee gain a higher classification due to a layoff.

ARTICLE XXI

CLASSIFICATION LEVELS

- 21.1 A committee will be formed consisting of three (3) members of the P.C.A.E.O.P. and three (3) members of administration. The purpose of this committee would be to review and determine placement of any classification changes, reclassifications or new positions created within this bargaining unit. It would take a majority of the six members in order to make any changes, addition or correction to the Secretarial Salary Schedule. The committee would be convened upon request of either the association or administration.

ARTICLE XXII

WAGE RATE

22.1 A new employee hired prior to January 1 of an effective schedule rate increase will proceed to the next step of the salary schedule. An employee hired after January 1, will not proceed to the next step until the following effective schedule rate increase.

22.2 THE INCREMENT DATE FOR ALL SECRETARIAL EMPLOYEES SHALL BE JULY 1, OF EACH YEAR.

ARTICLE XXIII

ADDENDUM A

We believe that personal business days should be granted to individuals based upon past practices and within the spirit and letter of the current Master Contract. The following statements will act as guidelines for the local administrators in giving approval to the applicant.

A personal business day can be granted when there is:

1. A religious holiday not identified in the Master Contract.
2. An appointment at a Federal, State or Local Government Office after normal channels have been exhausted.
3. An involvement in a court of law.
4. A convocation or honors assembly, involving a member of the immediate family.
5. An appointment to arrange final settlement or financing the purchase of a home.
6. A need for being involved in moving from one home to another.
7. A need to leave early to attend a conference or convention to which he/she is a delegate.
8. An involvement in a wedding of a member of the immediate family.
9. A desire to attend a funeral when it is not covered under the sick leave policy.
10. A desire to be with a person who is ill and who is not covered under the sick leave policy.

The above is not an exhaustive list and items may be added during the school year, by the consent of both parties.

When there is a request for personal business days in any of the above categories, the local administrator may grant any portion of the time under personal business with the remaining portion being assumed by the applicant with loss of pay.

Personal business days cannot be used for time immediately before or after an established holiday for additional vacation.

ARTICLE XXIV

1988 - 1990 LONGEVITY

24.1 Longevity:

24.11 On reaching the top of the salary schedule, all employees who have completed the stated number of years in regular full-time employment in the Plymouth-Canton Community School District, shall be eligible for longevity in accordance with the following schedule and provisions upon the recommendation of an administrative committee:

After 7 years	1.0%
After 8 years	1.5%
After 10 years	2.0%
After 12 years	2.5%
After 14 years	3.0%
After 16 years	4.0%
After 18 years	5.0%

ARTICLE XXV
SECRETARIAL SALARY SCHEDULE
Effective July 1, 1988

Level 6:

0	1	2	3	4	5	6	
\$8.88	9.18	9.49	9.88	10.15	10.48	10.91	
Secretary to Principal							(52)
Bookkeeper							(52)
Assistant to Superintendent's Secretary							(52)
Computer Programmer/Operator							(52)
Secretary to Executive Director of Pupil Personnel							(52)
Secretary to Director of Community Education							(52)
Substitute Caller							(52)
Buyer							(52)
Child Account							(52)
Secretary to Executive Director of Finance							(52)

Level 5:

0	1	2	3	4	5	6	
\$8.85	9.12	9.38	9.65	9.91	10.20	10.56	
Secretary to Director of Maintenance and Operations							(52)
Secretary to Director of Vocational Education							(52)
Secretary to Director of Transportation							(52)
Secretary to Executive Director of Instruction							(52)
Secretary to Plus Director							(43)
Supervisor of High School General Office							(43)(52)

Level 4:

0	1	2	3	4	5	6	
\$8.09	8.41	8.72	9.06	9.43	9.74	10.17	
Assistant to Assistant Superintendent's Secretary							(52)
Secretary to Administrative Assistant/Labor Relations							(52)
Secretary to Coordinator of Alternative Education							(43)
Secretary to Coordinator of TAG							(43)
Secretary to Director of Athletics							(43)
Secretary to High School Area Coordinator							(43)(52)

Level 3:

0	1	2	3	4	5	6	
\$7.68	8.00	8.36	8.67	8.98	9.29	9.74	
Dispatcher							(43)
Records Clerk							(43)(52)
Clerk/Secretary							(43)(48)(52)
Assistant Secretary to Middle School Principal							(43)
Data Entry							(52)

Level 2:

0	1	2	3	4	5	6	
\$7.62	7.92	8.23	8.55	8.88	9.16	9.53	
Switchboard/Receptionist							(52)
Library Secretary							(43)(52)
Clerk/Typist							(43)(48)(52)

Level 1:

0	1	2	3	4	5	6	
\$5.50	5.80	6.11	6.43	6.76	7.12	7.49	
General Clerk							(43)(48)(52)

ARTICLE XXVI
SECRETARIAL SALARY SCHEDULE
Effective July 1, 1989

Level 6:

	0	1	2	3	4	5	6	
	\$9.50	9.82	10.15	10.57	10.86	11.21	11.67	
Secretary to Principal								(52)
Bookkeeper								(52)
Assistant to Superintendent's Secretary								(52)
Computer Programmer/Operator								(52)
Secretary to Executive Director of Pupil Personnel								(52)
Secretary to Director of Community Education								(52)
Substitute Caller								(52)
Buyer								(52)
Child Account								(52)
Secretary to Executive Director of Finance								(52)

Level 5:

	0	1	2	3	4	5	6	
	\$9.47	9.76	10.04	10.33	10.60	10.91	11.30	
Secretary to Director of Maintenance and Operations								(52)
Secretary to Director of Vocational Education								(52)
Secretary to Director of Transportation								(52)
Secretary to Executive Director of Instruction								(52)
Secretary to Plus Director								(43)
Supervisor of High School General Office								(43)(52)

Level 4:

	0	1	2	3	4	5	6	
	\$8.66	9.00	9.33	9.69	10.09	10.42	10.88	
Assistant to Assistant Superintendent's Secretary								(52)
Secretary to Administrative Assistant/Labor Relations								(52)
Secretary to Coordinator of Alternative Education								(43)
Secretary to Coordinator of TAG								(43)
Secretary to Director of Athletics								(43)
Secretary to High School Area Coordinator								(43)(52)

Level 3:

	0	1	2	3	4	5	6	
	\$8.22	8.56	8.95	9.28	9.61	9.94	10.42	
Dispatcher								(43)
Records Clerk								(43)(52)
Clerk/Secretary								(43)(48)(52)
Assistant Secretary to Middle School Principal								(43)
Data Entry								(52)

Level 2:

	0	1	2	3	4	5	6	
	\$8.15	8.47	8.81	9.15	9.50	9.80	10.20	
Switchboard/Receptionist								(52)
Library Secretary								(43)(52)
Clerk/Typist								(43)(48)(52)

Level 1:

	0	1	2	3	4	5	6	
	\$5.89	6.21	6.54	6.88	7.23	7.62	8.01	
General Clerk								(43)(48)(52)

MEMO OF UNDERSTANDING

1. a. Positions (3) to be lowered will be "grandfathered". Current employees (4) will continue to receive current hourly wage rate, percentage increases, and longevity until such time as they vacate the positions. Hourly rate will be reflected to the appropriate level when these positions are vacated and posted.
b. Employees (21) whose level will go up will be moved to the step closest to their July 1, 1988, wage rate and will not receive a decrease.
2. Wage adjustments will become effective July 1, 1988. All employees will receive their wage rate increases and longevity where appropriate.
3. a. Levels 1 through 6 per attached sheet are acceptable.
b. Level 1 - General Clerk

Wage Scale - effective 7/1/88

5.50	5.80	6.11	6.43	6.76	7.12	7.49
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4. The recommendation of a 10-year study update will be recommended no later than July 1, 1996.
5. Only the six member Classification Committee (three of which are administrators and three are P.C.A.E.O.P. members) will have access to criteria with which points are assigned to positions.
6. Before a new classification is posted, the Committee will meet to determine the "temporary" level (Article XXI). At the end of six months the employee will be given a Plante & Moran questionnaire. The Committee will review and establish the appropriate level within 30 days of receipt of the completed questionnaire.
7. Classifications which have been created since the Plante & Moran study was initiated will be reviewed and placed at the appropriate level on the P.C.A.E.O.P. salary schedule effective July 1, 1988.
8. No new classifications will be placed on July 1, 1988 P.C.A.E.O.P. salary schedule until properly evaluated by the Classification Committee using Plante & Moran criteria.

ARTICLE XXVII

DURATION OF CONTRACT

THIS AGREEMENT, AND EACH OF ITS PROVISIONS, SHALL BE EFFECTIVE AS OF JULY 1, 1988, AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL JUNE 30, 1990.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HAND AND SEALS THIS
27th day of June, 1988.

Plymouth-Canton Association
Educational Office Personnel

Plymouth-Canton Community Schools

By Jacqueline B. Taylor
Chairman, Negotiating Team

David P. Kelley
President, Board of Education

Carliss D. Mueller
Member, Negotiating Team

Robert J. [Signature]
Secretary, Board of Education

Frances J. Ardnowski
Member, Negotiating Team

John W. Lopez
Chairman, Board Negotiating Team

Nancy B. McKarge
Member, Negotiating Team

Walter [Signature]
Personnel

Joyce [Signature]
Member, Negotiating Team



