

1987-1988

Data Technicians' Contract

Macomb Intermediate School District

Agreement between the Macomb Intermediate School District
and the International Union of the American Federation of State,
County and Municipal Employees and Council 25
and its affiliated Local 1917

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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AGREEMENT

This Agreement entered into on the 11th day of March, 1987, between the Macomb Intermediate School District, hereinafter referred to as the Employer and the International Union of the American Federation of State, County and Municipal Employees, and Council 25 and its affiliate Local Union #1917 on behalf of full time employees of Data Processing as noted herein, hereinafter referred to as Union and Employees. Data Processing Employees defined as follows:

DEPARTMENTS*

CLASSIFICATIONS

CBI/DP	Operator - Trainee I and II
CBI/DP	Programmer - Trainee I and II
CBI/DP	Programmer Analyst
CBI/DP	Lead Operator
CBI/DP	Document Control Clerk - Trainee I
CBI/DP	Operator/Programmer I and II
CBI/DP	Inst. Comp. Tech. - Trainee I & II
CBI/DP	Systems Analyst
CBI/DP	Systems Programmer

*These classifications shall be included in the bargaining unit regardless of the department to which they may be assigned. The Employer reserves the right unto itself to determine the staffing requirement for each classification and further reserves the right to assign such classifications to departments other than Data Processing and Computer Based Instruction, as well as the right to create and abolish departments.

The provisions of this Agreement shall apply to all Employees regardless of race, color, sex, national origin or creed.

PURPOSE AND INTENT: The general purpose of the Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer and Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

The parties hereto also recognize that it is essential for the health, safety and public welfare that services to the public be without interruption, that the right to strike is forbidden by the Statutes of the State of Michigan. Any employee guilty of engaging in a slowdown, work stoppage or strike shall be subject to disciplinary action up to and including discharge.

ARTICLE I

RECOGNITION OF UNION AND AGENCY SHOP

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all Employees of the Employer included in the bargaining units described above.

Section 1: The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to promote and transfer all such employees.

Section 2: The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any employees in the enjoyment of any rights conferred by the laws or Constitutions of Michigan and the United States and that it will not discriminate against any employee because of his membership in the Union or his participation in collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement and that the rights granted to employees in this Agreement are in addition to those provided in the above mentioned Statutes and Constitution.

Nothing contained herein shall be deemed to abrogate or limit any additional rights guaranteed by existing statutes for any of the parties hereto.

Section 3: Agency Shop is a condition of employment and the following provisions shall be in force:

- A. Employees covered by this Agreement and who are members of the Union at this time shall be required to continue membership in the Union for the duration of this Agreement.

- B. Employees covered by this Agreement who are not members of the Union shall be required to become members of the Union or pay a service fee to the Union which shall be equivalent to the Union monthly membership dues for the duration of the Agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of "Agency Shop" and covered by this Agreement shall become members of the Union or pay an equivalent service fee to the Union.
- D. If the employee chooses not to exercise the payroll deduction for union dues option, then monthly dues or the equivalent service fee shall be paid on or before the tenth (10th) day of the month in which they fall due.
- E. Employees who shall tender an initiation fee, if required, (and if not already a member) and the periodic dues uniformly required, shall be deemed to meet the conditions of this Section 3.
- F. Employees who do not elect to become members of the Union shall pay in lieu of initiation fee and periodic dues uniformly required, a service fee which shall be equivalent to the regular monthly dues. They shall then be deemed to meet the conditions of this Section 3.
- G. Employees shall be deemed to be in compliance with the meaning of this Section 3 if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.
- H. The Employer shall be notified in writing by the Union of any employee who is sixty (60) days in arrears in payment of membership dues or service fees.
- I. Failure of employees covered by this Agreement to comply with provisions of this Section 3 shall at the conclusion of the grace period of sixty (60) days referred to in section H above, and upon receipt of written request and proof of failure to comply from the Union, the Employer shall terminate employment of such employee.

ARTICLE II

DEDUCTION OF UNION DUES

Section 1: The Employer hereby agrees to deduct dues and/or initiation fees of the individual employee to the Union to the extent and as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions. (For purposes of deduction of union dues the term employee shall be construed to include probationary employees whose assignments are appropriate to this unit.)

- A. Each employee who desires to have such dues and/or initiation fees deducted from his earnings shall execute the "AUTHORIZATION FOR DEDUCTION OF UNION DUES" form in full, in triplicate.
- B. The Employer shall place such deduction or deductions in effect at the second pay period of the month following receipts of same and continue in accordance with the terms and conditions set forth in the authorization.
- C. The Employer shall transmit such deductions together with a list of the employees paying same to the financial officer of the Union designated in writing by the Union and shall do so as soon as possible after the deduction but not later than the tenth (10th) day of the following month.
- D. The Employer shall notify the Union Steward of termination of employment of the dues paying employee or of the revocation, alteration or amendment by the employee of the the authorization to deduct union dues in accordance with the terms thereof.
- E. The "AUTHORIZATION FOR DEDUCTION OF UNION DUES" hereinafter set forth when executed, shall be binding upon the employee for the duration of this Agreement, except that any employee may revoke, alter, or amend such AUTHORIZATION FOR DEDUCTION OF UNION DUES by notice in writing to the Employer within the thirty (30) day period prior to the expiration of this Agreement, failing in which, the original authorization shall be automatically renewed under the same terms and conditions for the life of the subsequent contract.
- F. It is understood and agreed that the provision for deduction of union dues is for the benefit of the employees requesting same and the employee is under no

obligation to demand or request that employees authorize such deduction as a condition of employment and further that the obligation of the Employer does not extend beyond that hereinbefore set forth.

- G. The following form shall be utilized as authorization for such deduction of union dues:

**MACOMB INTERMEDIATE SCHOOL DISTRICT
44001 GARFIELD
MOUNT CLEMENS, MICHIGAN**

Date _____

AUTHORIZATION FOR DEDUCTION OF UNION DUES

I, _____, the undersigned, as an employee of the INTERMEDIATE SCHOOL DISTRICT, COUNTY OF MACOMB, in the Department and Unit of _____ do hereby request and authorize the INTERMEDIATE SCHOOL DISTRICT, COUNTY OF MACOMB, to deduct the following sums of money from my earnings once each month from the second pay of the month and do so each month thereafter:

_____ and to pay same to _____ for initiation fees and/or dues as the representative selected by me and as the exclusive bargaining representative for all employees in the above unit.

The foregoing authorization shall continue in full force and effect unless and until my employment is terminated or until thirty (30) days prior to the expiration of this contract, during which thirty (30) day period the undersigned shall have the right to revoke, alter or amend the above authorization, failing in which, same shall be automatically renewed under the same terms and conditions for the life of the subsequent contract.

Employee's Signature

Address

Department or Unit

ARTICLE III

EMPLOYEE RIGHTS

(Including excerpts Act 379 of P.A. 1965, as amended)

Section 1: Right to Organize

It shall be lawful for public employees to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public Employers through representatives of their own free choice.

Section 2: Unfair Labor Practices

It shall be unlawful for a public Employer or an officer or agent of a public Employer:

- A. To interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in Section 1.
- B. To initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization; provided, that a public Employer shall not be prohibited from permitting employees to confer with it during working hours without loss of time or pay.
- C. To discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization.
- D. To discriminate against a public employee because he has given testimony or instituted proceedings under this Act; or
- E. To refuse to bargain collectively with the representatives of its public employees, subject to the provisions of Section 2.

Section 3: Use of Buildings

The Union and its representatives may have the right to use the MISD building at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for use of rooms one (1) hour before the

commencement of the business day until 6:00 P.M. of that business day. Such use will require that the Union follow the established building scheduling procedure. The administration shall not be required to open buildings on days or at times they are normally closed.

Section 4: Bulletin Board

The Union shall have the right to post notices of its activities and matters of Union concern, excepting public political campaign materials on the bulletin board provided by the Employer. Said notices also may be circulated through office mail service.

Section 5: Furnishing Information

The Board agrees to make available to the Union in response to reasonable request, information concerning the financial resources of the district, tentative budgetary requirements and allocations, etc. that will assist the Union in developing intelligent, accurate and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process any grievance or complaint. Nothing contained herein shall require the Board to compile materials in ways they are not normally compiled by the Board. Compilation of data other than that provided shall be prepared by the Union.

Section 6: Listing of Salaries of Employees

The Employer agrees to furnish to the Union upon request a listing of all employees' classification and salaries within the bargaining unit on a semi-annual basis. Updating this list will be the responsibility of the Union.

Section 7: Copies of Agreement

Copies of this Agreement shall be printed at the expense of the Board and shall be presented to all personnel covered by this Agreement. New employees shall receive a copy at the time of employment.

ARTICLE IV

MANAGEMENT RIGHTS

- Section 1:** The Union recognizes the Employer's right to manage its affairs and direct its work force.
- Section 2:** The Union agrees that its members will not engage in activities during working hours that may detract from their productivity.
- Section 3:** The Board on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.
- Section 4:** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the United States.

ARTICLE V

STEWARDS AND ALTERNATE STEWARDS

Section 1: Representation

Employees shall be represented by one (1) Steward and one (1) Chapter Chairperson who shall be regular employees working in that group. In the absence of either, an Alternate may be appointed. The names of such Steward, Chairperson and Alternate shall be certified in writing to the Director of Employee Relations within one week of the effective date of change. For representation during disciplinary hearings see "Discipline, Demotion and Suspension", Article VIII, Section 6.

Section 2: Grievance Investigation

The Union Steward may be permitted to investigate and/or adjust grievances, provided all such work be at the beginning or the end of the regular work day that said Steward request and receive permission of the Employer's designate and that such investigation and adjustment shall require not in excess of thirty (30) minutes on any work day.

Section 3: Special Conference

- A. Special conferences mutually agreed upon for important matters may be arranged between the Union Steward and the designated representative of the Employer upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union, but no more than three (3) of either party. Arrangements for such special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. These restrictions may be waived by mutual consent.
- B. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

ARTICLE VI

NEW EMPLOYEES AND SENIORITY CONSIDERATION

Section 1: Probationary Period

- A. Probationary period for new employees will be a period of one hundred twenty (120) working days during which new employees must serve on the job to determine their ability to perform duties assigned to them.
- B. If at any time during this period it is determined by the Employer that the employee's work habits or quality of work is not satisfactory, the Employer may dismiss the employee. There shall be no seniority among probationary employees.

Section 2: Representation Limitations

The Union shall not represent probationary employees for any purpose except as required by law. Dismissal of a probationary employee is not grievable.

Section 3: Trainee Period

Trainee positions shall not exceed beyond the following time limits:

Document Control Clerk	12 Months
Operator	18 Months
Instructional Computer Tech.	18 Months
Programmer	24 Months

Trainees are probationary employees for purposes of layoff and discharge. In the event of a reduction of the work force they shall be laid off prior to seniority employees on the classification. Discharge or layoff of trainees shall not be grievable.

Section 4: Physical Examination of New Employees

Each new employee at the discretion of the Board shall prior to entering upon his/her employment, submit to a physical examination by a physician designated by the Employer and such examination shall be at the Employer's expense provided the foregoing provision may at the Employer's option be

invoked relative to those employees returning to employment from extended leave of absence or sick leave and provided the foregoing provisions may, at the Employer's option, be invoked relative to other employees for cause.

NOTE: See Article VII, Salary Considerations, Section 1 - Starting Salaries.

Section 5: Seniority

A. Accumulation of Seniority

Upon completion of his/her probationary period the employee will be considered to have seniority computed from the first day of his/her employment. An employee's seniority is understood and agreed to be the length of service acquired and shall start and accumulate from his/her last hiring date.

Section 6: Loss of Seniority

An employee shall lose seniority for the following reasons only.

- A. The employee resigns.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C. The employee is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the Union and the employee at his last known address notifying the employee that his/her employment has been terminated; except in extenuating circumstances acceptable to Employer.
- D. Failure to return from sick leave and leaves of absence will be treated the same as item 3 above.
- E. Retirement under Michigan Public School Employees Retirement Fund.

Section 7: Freezing of Seniority

- A. Freezing of seniority whereby an employee neither accumulates more, nor loses what has already been accumulated, shall take place when:
 - 1. An employee has been off work for ninety (90) consecutive working days due to personal injury or illness.

2. An employee has been off work for one year due to work related injury.

B. Accumulation of seniority shall resume upon return.

Section 8: Transfers

A. If an employee is transferred to a classification under the Employer not included in the unit and is thereafter transferred again to a classification within the unit, he/she shall not accumulate seniority while working in the classification to which he/she was transferred.

B. Employees transferred back into the bargaining unit under the above circumstances shall be credited with all of their accumulated years of service at the MISD for purposes of vacation allotment and longevity.

ARTICLE VII

SALARY CONSIDERATIONS

Section 1: Starting Salaries

A new employee is to be started at the minimum level and minimum salary designated for that classification provided, however, that if he/she has had previous experience in the type of work to be performed for the Employer, he/she may be given credit for it.

Section 2: Salary Increments

After employment each employee will be entitled to one (1) normal increment after each twenty-six (26) weeks of continuous employment, excluding time spent on long term disability, until the maximum salary for his/her classification is reached provided his/her work has been rated satisfactory or better by his/her immediate supervisor. Increments falling due during periods of short term disability shall not take effect until return from leave. All increments are to be approved by the Superintendent before becoming effective providing any disapproval of an increment by the Superintendent shall set forth in writing together with the reasons therefor and a copy thereof furnished to the employee and the Board of Education.

Notwithstanding the above, the employer may at its option award increments to meritorious employees, independent of scheduled increments. Nonscheduled increments shall not be subject to the grievance.

INCREMENT SCHEDULE

Under \$10,000	\$335
\$10,000 and Over	385

Section 3: Rates for New Jobs

When a new job is created in the unit and cannot be properly placed in existing classification the Employer will establish a classification and rate structure to apply. the event the Union does not agree that the rate is proper the Union and the Employer shall meet to negotiate a rate. The new rate negotiated by the Union and Employer shall be effective as of the date of employment in the new job.

Section 4: Salary and Classification

- A. All classifications and compensation shall be as set forth in Exhibit A, attached hereto and made a part thereof.
- B. In consideration of the variation in work years from 260 to 262 days, the Employer agrees to pay at the rate of 1/261st part of the employee's contractual salary for each payable work day in a year including vacation days and holidays. During any calendar year such accumulated pay for each employee may be less than, equal to, or more than the annual salary provided for pursuant to the contract.

Section 5: Payroll Procedures

All authorizations for payroll deductions will be made on appropriate available forms.

- A. Union Dues
- B. U. S. Bonds
- C. United Foundation
- D. Credit Union
- E. Tax Sheltered Annuities: Any additional carriers approved by the Personnel Office
- F. Any other mutually agreed upon items

Section 6: Longevity Compensation Policy

The Macomb Intermediate School District Board of Education hereby establishes a policy of payment of additional compensation to those employees having a record of long continued employment and service with the MISD as recognition of the value of experience gained by such length of service and to encourage same. All employees included in the bargaining unit shall be included in said policy.

- A. Basis of longevity compensation is as follows:
 - 1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years continuous employment on or before October 31st of any year.
 - 2. Credit shall be given retroactively for continuous employment years of service by MISD employees existent as of the effective date of this longevity policy.

3. Continuous employment for the purposes of this policy shall not be considered as interrupted when absences arise as paid vacations, sick leave or leave of absence authorized by the Employer provided such leave of absence periods shall not be considered in the computation of years of service for longevity compensation.
4. Employee longevity shall be paid as per the following schedule provided such employee qualifies as to length of service as per item 1.

<u>Step</u>	<u>Continuous years service on or before October 31st of each year</u>	<u>Amount</u>
1	5 to 10	\$200
2	10 to 15	400
3	15 to 20	600
4	20 to 25	800

- B. Longevity compensation shall be a separate and distinct annual payment to those eligible employees but shall be considered a part of the regular compensation and as such subject to withholding tax, social security, retirement deductions and all other deductions required by Federal and State Law and the regulations and ordinances of the County of Macomb.
- C. Computations of longevity compensation shall be made by the Superintendent for the MISD and paid upon approval by the Board of Education of the MISD.
- D. Payments to employees eligible on October 31st of any year shall be due on December 10th following. The annual period covered in computation of longevity shall be from November 1st of each year through and including October 31st of the following year.

Section 7: Shift Premiums

#1 shift premiums are to be paid pursuant to Article IX, Section 2.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1: Definition of Grievance

A claim by an employee or the Union that there has been a violation of any provision of this Agreement or the applicable laws of the State of Michigan and/or the Constitution of the State of Michigan or the United States.

- A. If an employee or Union does not process the alleged grievance at First Step within ten (10) working days following the date on which the act or condition of the alleged grievance occurred, then the grievance will be considered waived.
- B. Past practice never overrules express contract provisions. Past practices that are outside the provisions of the contract but do not violate contract provisions shall not form the basis of a grievance. A deviation from past practice shall not of itself constitute a violation of contract.

Section 2: First Step - Oral and Written

- A. A "grievance meeting" shall be requested by a union representative and/or employee with the Supervisor, Director or Assistant Superintendent most immediately responsible for the action being grieved and having the authority to adjust that action. The request shall stipulate that the discussion is to be a "grievance meeting". The request shall also stipulate what provisions of the contract have been violated. If the matter is resolved no record shall be required. If the Union is not present the administration shall provide notice of the outcome. Any resolution at this level shall be without prejudice and create no precedent.
- B. If the grievance is denied or if no resolution is reached a union representative shall reduce the issue to writing, citing the contractual provisions violated within five (5) working days of the meeting and deliver it to the person with whom the discussion was held. The member of the administration with whom the meeting was held shall consider the issue and return an answer in writing within five (5) working days of receipt of the written grievance.
- C. There shall be no appeal to Second Step unless the requirements of Section 1 and 2 have been met.

Section 3: Second Step - Director of Employee Relations

- A. The grievance may be appealed to the Second Step by filing a copy of the original grievance and answer, along with the reasons for the appeal, with the Director of Employee Relations within five (5) working days of receipt of the written answer in the First Step. The Superintendent and/or his designee and/or the Director of Employee Relations shall consider the issue and return an answer in writing within five (5) working days of receipt.

Section 4: Third Step - Board of Education

- A. The grievance may be appealed to the Third Step by filing a copy of all materials exchanged at the lower stages, along with reasons for the appeal, with the Director of Employee Relations within five (5) working days of receipt of the written answer at the Second Step. At a regular meeting within thirty-five (35) calendar days after receipt of the appeal, the Board of Education shall hear the grievance. The Union shall be given at least three (3) working days notice of the hearing date and upon request may introduce testimony and argument in support of the grievance at the hearing.
- B. No later than at its next regular meeting after the hearing the Board shall make its decision on the grievance. Such decision shall be communicated in writing by the Board or its designee within five (5) working days to the Union.

Section 5: Fourth Step - Arbitration

- A. Within five (5) working days after receipt from the Board of Education the Union may appeal the decision to binding arbitration under the auspices and rules of American Arbitration Association.
- B. Any arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the parties within the four (4) corners of this Agreement and pertaining to the interpretation thereof. He/she shall be without power or authority to make any decision, contrary to or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law.

- C. Fees and approved expenses of an arbitrator will be paid by the parties equally.
- D. To the extent that the laws of the State of Michigan permit it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved and the Employer and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such arbitrator.

Section 6: Discipline, Discharge, Demotion and Suspension

- A. Discipline, discharge, demotion and suspension of an employee may be entered as a grievance beginning at the Second Step of the Grievance Procedure.
- B. In a hearing pertaining to discipline, discharge, demotion or suspension, an employee shall be entitled to one union representative upon his/her request. The administrator conducting the hearing shall be entitled to have another administrator in attendance.
- C. The decision of the Board of Education to discharge a probationary employee shall be final and shall not form the basis for a grievance.

ARTICLE IX

EMPLOYMENT CONDITIONS

Section 1: Standard Work Week

- A. The basic Macomb Intermediate School District work week shall be Monday through Friday.
- B. The standard work day shall be 7-1/2 hours exclusive of the normal hour lunch period.

Section 2: Shift Adjustment

- A. An employee whose shift starts on or after 7:00 P.M. but before 5:00 A.M. shall be deemed to be working the #1 midnight shift and shall be compensated at 110% of his/her normal hourly rate.
- B. An employee whose shift starts on or after 5:00 A.M. but before 12:00 noon shall be deemed to be working the #2 day shift.
- C. An employee whose shift starts on or after 12:00 noon but before 7:00 P.M. shall be deemed to be working the #3 afternoon shift and shall be compensated at 105% of his/her normal hourly rate.
- D. Schedules shall be established by the administration within the following guidelines:
 - #1 midnight shift start times between 11:30 P.M. and 2:00 A.M.
 - #2 day shift start times between 7:30 A.M. and 9:00 A.M.
 - #3 afternoon shift start times between 3:00 P.M. and 5:30 P.M.
- E. Management reserves the right to assign shifts and shift changes. Management will endeavor to give at least twenty-four (24) hours notice of any change of shift and/or shift starting time.
- F. An employee may be permitted to adjust his/her work day or start at times outside the above guidelines provided he/she has the prior approval of his/her direct supervisor.

Section 3: Overtime Work Schedule

Overtime work authorized by the Employer or its designate shall be paid at the rate of time and one-half (1-1/2) for work in excess of seven and one-half (7-1/2) hours per day and in case of emergency, at times other than the normally scheduled work period.

Section 4: Compensatory Time

Compensatory time shall be by mutual agreement between the employee and the Employer. One hour of compensatory time shall be credited to the employee for each additional hour worked beyond 7-1/2 hours in a day. The Employer shall strive to schedule employees so that earned compensatory time can be adjusted within ten (10) working days. If this is not done, the adjustment shall be scheduled within one month. If said adjustment cannot be made within the one month time frame, the Assistant Superintendent directly responsible shall intervene to provide a solution.

Section 5: Lunch Period

An employee shall be entitled to a duty free lunch period of one (1) hour. The time of an employee's lunch period shall be established by the Employer's designate to guarantee continued service to our public. Afternoon shift personnel may, when current workload permits and with prior approval of the Director, take one-half hour lunch and leave one-half (1/2) hour earlier than shift ending time.

Section 6: Holidays

A. The Board will grant all employees the following holidays:

Good Friday	Thanksgiving Day	Day after Christmas
Memorial Day	Day after Thanksgiving	Day before New Years
4th of July	Day before Christmas	New Years Day
Labor Day	Christmas Day	
Half day before Thanksgiving		

B. Should a holiday fall on Sunday, Monday will be considered the holiday and if the holiday falls on Saturday, Friday will be considered the holiday.

- C. To be eligible for holiday pay an employee must have worked the last scheduled work day preceding and the first scheduled work day following such holiday. If a supervisor approves annual leave, etc. for an employee, that time shall not be considered to be scheduled. The last scheduled work day shall be the day preceding (or following) the approved time off.
- D. The intent here is not to penalize employees arbitrarily. An employee who can cover an absence with a doctor's letter, or who convinces a supervisor of the validity and the necessity for absence is not to be docked for the holiday.
- E. It is understood that in some instances the holiday in question can comprise two or more days.

Section 7: Down Days

- A. At the discretion of the Employer normal working days falling between the Christmas and New Years holidays may be declared down days. Such days will be non-work days without compensation. Employees may utilize earned vacation/annual leave time, personal business days or accumulated compensatory time to receive payment for these days. The administration will notify employees on or before December 1st whether there will or will not be down days for that year.
- B. An employee who does not receive compensation because of the above down days shall not be affected as to eligibility for holiday pay.

Section 8: Evaluation

- A. The evaluation and development of an employee shall be a continued process. Evaluation reports shall be completed at three (3) months and six (6) months during the first year of employment and annually thereafter.
- B. The Employer's designate shall execute a personnel evaluation form and shall conduct an interview with the employee to discuss the evaluation and compare it with prior evaluations. The employee may submit to the Employer's designate a written response to the evaluation with a copy to be submitted to the Assistant Superintendent for Personnel. A copy of the evaluation and the employee's response shall be placed in the employee's personnel file. Records of reprimands and disciplinary actions shall be accorded the same treatment.

- C. In the event the evaluation instrument is to be revised the Union shall be provided an opportunity for input regarding the revisions.
- D. An employee's evaluation shall be based upon the capabilities required for his/her classification and level.

Section 9: Personnel File

- A. An employee shall be permitted to inspect and copy any material in his/her personnel file with the exception of credentials and references normally sought at the time of employment. The employee shall make an appointment with the Assistant Superintendent for Personnel. A member of the administration office shall be present when the employee inspects said file. The employee may be accompanied by a member of the Union if desired.
- B. The employee shall initial all evaluation reports acknowledging he/she has read it prior to insertion of such material in his/her personnel file and may submit a response which shall be kept in said file.
- C. Test materials and results showing test scores must be kept in each employee's personnel file and shall be available to the employee for review.
- D. A record of successful completion of class(es), certificate(s) or degree(s) may be placed in the personnel file if requested by the employee.
- E. The personnel file shall be available to the following:
 - 1. Board of Education.
 - 2. Administrators in the chain of command over the employee.
 - 3. Receiving administrators on a transfer or promotion.
 - 4. Personnel, Business, Employee Relations, and Payroll on a "need to know" basis.

Any of the above reviewing said file shall sign, date, and note the reason for review on a sign-in card kept permanently with the file.

Section 10: Resignation

Resignations shall be submitted to the Personnel Office in writing and shall be effective as of the date indicated. Once submitted to and acknowledged by the Personnel Department the resignation shall not be rescinded by the employee without the express consent of the Superintendent. The employee shall give ten (10) working days notice. Failure to do so shall result in forfeiture of any earned vacation time.

Section 11: Retirement

The Employer shall pay the employees' retirement contributions (5% of gross earnings) as per Act 244, P.A. 1974. An employee shall be retired by the Board upon reaching the age of seventy (70).

Section 12: Automobile Allowance

Employees who use privately owned automobiles in pursuit of their duties shall be reimbursed at the rate established by the Board for the contract employees providing that such use shall be previously authorized in writing by the Employer's designate.

Section 13: Continuing Education

With recommendation of his/her department director and prior written approval of Employer, an employee may be reimbursed for tuition paid for successfully completed courses of study which are related to his/her job assignment or which will contribute toward the enhancement of an employee's skills in the performance of his/her job which have been offered through a fully accredited institution. Said tuition reimbursement will be made upon presentation of evidence of successful completion provided both recommendation and written approval preceded his/her enrollment in said course.

Section 14: Part Time Employees

- A. Employees who are scheduled to work less than the standard work week shall receive a prorated annual salary of the classification/level in which said employee is working.
- B. Those employees scheduled for 3/5 or more of a standard work week will have full contribution for benefits made in their behalf and will receive prorated sick days, personal days and vacation. Benefit contributions shall be made only after ninety (90) consecutive working days at 3/5 schedule or more and only for those benefits which the employee does not have, pursuant to another source.

- C. An employee under B above does not automatically become entitled to the full standard work week as defined in this contract or acquire seniority.
- D. Discharge of layoff of part time employees shall not be grievable.

ARTICLE X

PROMOTIONS, VACANCIES, LAYOFF, RECALL AND TRANSFER

Section 1: Promotions

- A. The promotions of an employee will be accompanied by an immediate increment or increase to the minimum of the new classification, whichever is greater. The Board supports in principle a policy of promotion from within, but reserves the right to consider candidates from without as well as from within when filling all positions and will exercise its best judgment in employing the candidate best suited to the task being considered.
- B. Promotion to a higher classification will be based on qualification, performance and ability. It shall be the policy of the Employer to post all job openings and requirements for the job on a staff bulletin board in the Service Center and operations locations. If an employee is interested in a posted opening, he/she shall file an application in Personnel. For posted jobs, qualifications, performance and ability being equal, the seniority of the employee will then receive first consideration. It is recognized that qualifications, performance and ability of an employee in CBI are not necessarily indicative of these qualities in DP or conversely so that each instance will be considered on a case-by-case basis. Postings shall be for a five (5) working day period.
- C. Notwithstanding the above, the Employer may at its option upgrade the "level" of a meritorious employee without posting to be accompanied by an immediate increment, or increase to the minimum of the new classification, whichever is greater.
- D. An employee with permanent status promoted to a higher classification shall have a period of 180 calendar days trial in the new position to prove that he/she has the qualifications, performance and ability to handle the requirement of the position. If he/she is not capable of fulfilling the requirements, he/she may be demoted to his/her previous classification without prejudice as though he/she had continuously served in such previous classification.

- E. The employee shall have the right during the trial period to revert to his/her former classification if he/she desires. An employee who has reverted or has been reverted to his/her previous classification shall receive the rate of pay of the lower classification.

Section 2: Vacancies

- A. When any vacancy shall occur because of the loss of an employee through resignation, etc. or because of additional authorized headcount, the Employer shall post written notice of such vacancy on the staff bulletin boards. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least five (5) working days.
- B. However, if there is no vacancy in the department, i.e. if the headcount will remain the same, the Employer reserves the right to upgrade (promote) the level or classification of an employee without posting.
- C. Any employee may apply for such a vacancy. In filling the vacancy the Board agrees to give due weight to the background, attainments and skills of all applicants the length of time each has been in the employ of the MISD and other relevant factors. It is recognized that qualifications, performance and ability of an employee in CBI are not necessarily indicative of these qualities in DP or conversely so that each instance will be considered on a case-by-case basis.
- D. The applicant must sign for the vacancy with the Employer's designate thereby signifying his/her interest in the vacated position. Qualifications, performance and ability being equal, the seniority of the employee will then receive first considerations.

Section 3: Layoff

- A. Reductions in force shall take place by classification on a department basis according to need as determined by the Employer. The least senior employee(s) on the classification within a department shall be reduced.
- B. Within a department reduced employees shall have the right to bump down in one of the following sequences.
1. Lead Operator/Operator/Layoff
 2. Systems Analyst/Programmer Analyst/Programmer/Layoff
 3. Systems Programmer/Programmer Analyst/Programmer/Layoff

4. Instruction Computer Technician/Layoff
5. Document Control Clerk/Layoff
6. Operator Programmer/Layoff
 - a. In exercising a bump a reduced employee shall displace the least seniority employee on the next classification, in sequence, if he/she has greater seniority. Failing to hold the next classification for lack of seniority a reduced employee may exercise his/her seniority against ensuing classifications in sequence. When the sequence has been exhausted an employee may bump the least seniority employee on a lower paid classification outside the sequence provided he/she has more seniority than the employee being bumped and provided he/she has previously held that classification in that department.
 - b. An employee exercising his/her bump rights against the junior employee must be qualified and be able to perform the job satisfactorily within five (5) working days. Failing in this, the bumping employee shall carry his/her seniority against the next classification in sequence and the displaced employee shall be returned to the job. A grievance regarding failure to perform shall be initiated with the director of the department.
 - c. An employee bumping onto a lower paid classification shall retain his/her present salary provided it is lower than maximum of the classification onto which he/she has bumped. If not, then the salary shall be reduced to the maximum of the classification onto which the employee has bumped.
 - d. An employee laid off shall be given preference if qualified over a new hire for an opening to which he/she has no recall rights within the bargaining unit. The employee in such an instance shall retain his/her seniority but must serve a standard probationary period for the new classification.

Section 4: Recall

- A. When the work force in a classification in a department is increased after a layoff, employees will be recalled in the reverse order from which they were laid off without loss of seniority as defined in Article IX, Section 8.

B. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Union Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE XI

INSURANCE

Section 1: Hospital Medical Insurance

The Board shall provide without cost to the employee benefits equal to or better than (such determination to be mutually agreed upon by the parties) full family Blue Cross/Blue Shield MVF-1 plus Master Medical Health Care Insurance, including the ML Rider, OB Rider, FAE Rider and Prescription Rider. Full family coverage being the employee's spouse and all dependent children to the age of 19 years. The Board shall name the carrier.

Section 2: Prohibition of Medical Coverage

It is further agreed that in the event the employee's spouse is provided with comparable medical and hospital insurance coverage by his/her employer then Macomb Intermediate School District shall be relieved of its obligation for such coverage and the employee shall execute the agreement hereto attached provided that at such time as employee's spouse shall have such coverage terminated for layoff, discharge or termination of employment, Macomb Intermediate School District shall then reinstate the above medical and hospital coverage for its employee and provided further that in the event the employee shall refuse to execute the above referred to agreement or shall violate the terms of the agreement then Macomb Intermediate School District shall be relieved of its obligations to extend such coverage to the employee during violation period and be entitled to reimbursement by employee of any premium amounts paid by Macomb Intermediate School District on behalf of the employee during the period that employee's spouse was covered by comparable medical and hospital insurance coverage and if such reimbursement is not made by employee on demand therefor, Macomb Intermediate School District shall have the right to withhold such premium amounts from the compensation of employee until full reimbursement has taken place.

Whereas Article XI, Section 2, Insurance, of the Collective Bargaining Agreement entered into between the Board of Education of the Macomb Intermediate School District and AFSCME, Council 23, Local 1917, Data Technicians, sets forth certain provisions to avoid a duplication of medical/hospital insurance coverage by Macomb Intermediate School District and a comparable coverage

accorded the spouse of the employee of Macomb Intermediate School District, and whereas, the undersigned is a member of the Collective Bargaining Unit represented by AFSCME, Council 23, Local 1917, Data Technicians, and executes this agreement pursuant to the provisions of the Collective Bargaining Agreement above set forth.

Now, therefore, it is mutually agreed by and between the undersigned employee and the Macomb Intermediate School District as follows:

- A. That the undersigned employee hereby represents that his/her spouse (does) (does not) have medical and hospital insurance coverage comparable to that provided by Macomb Intermediate School District.
- B. That if paragraph 1 above is answered in the affirmative the undersigned employee hereby authorizes Macomb Intermediate School District to terminate his/her insurance coverage.
- C. That employee hereby agrees to promptly notify Macomb Intermediate School District of any change in the insurance coverage of employee's spouse and in the event such change consists of a termination of the coverage accorded employee's spouse for layoff, discharge or termination of employment, then upon receipt of such notification Macomb Intermediate School District shall reinstate the employee to the medical/hospital insurance coverage provided for in the Collective Bargaining Agreement.
- D. It is further mutually agreed and understood that in the event the undersigned employee shall violate the terms of this agreement then Macomb Intermediate School District shall be relieved of the obligation to provide employee with medical/hospital insurance coverage during the violation period and shall be entitled to reimbursement by employee of any premium amounts paid by Macomb Intermediate School District on behalf of the employee during the period that employee's spouse was covered by comparable medical and hospital insurance coverage and if such reimbursement is not made by employee, on demand therefor, Macomb Intermediate School District shall have the right to withhold such premium amounts from the compensation of employee until full reimbursement has taken place.

Employee
MACOMB INTERMEDIATE SCHOOL DISTRICT

Section 3: Life Insurance

The Board shall provide without cost to the employee group life insurance protection which shall pay to the employee's designated beneficiary the sum of Twenty-Five Thousand Dollars (\$25,000) upon his/her death provided further that protection shall pay an additional Five Thousand Dollars (\$5,000) in the event of accidental death. The Board shall name the carrier.

Section 4: Dental Insurance

The Board shall provide dental insurance without cost to the employee up to a maximum of \$22.51 premium per employee per month.

100% of treatment costs for preventive, diagnostic (except radiographs) and emergency palliative (Class I) services and 50% of the balance of Class I benefits paid by carrier and 50% of treatment costs paid by carrier on Class II benefits with a \$750 maximum per person per contract year on Class I and II benefits. 50% of treatment costs paid by carrier on Class III (orthodontic) benefits with a \$500 lifetime maximum per person.

The Board shall name the carrier provided that the coverage is equal to or better than Delta.

Section 5: CO-OP Optical

The Board shall provide 100% optical insurance without cost to the employee.

The Board to name the carrier provided benefits are equal to or better than the optical plan provided to MISD Data managers.

BENEFITS INCLUDE YEARLY: A complete eye examination by a licensed doctor of optometry including screening for glaucoma.

Lenses in glass or plastic - with a prescription change: Single Vision, Bifocal thru D-35mm, Trifocal thru 7 x 28mm and Executive, Bifocal only.

TINT: Any single color tint in plastic lenses only, or Rose #1 or #2 in glass lenses.

Prism Lenses, if required.

EVERY TWO YEARS: The preceding benefits plus:

A frame from our green, blue or orange PLAN A selection.

Lenses as previously described, no prescription change required.

CONTACT LENS ALLOWANCE: A \$90.00 credit toward the contact examination and the cost of contact lenses.

For Post Cataract Patients: Full coverage of Kryptok Lenticular Lenses not covered by Medicare.

Benefits are available to all covered employees and eligible family members, including spouse and all dependent children up to their 19th birthday, plus dependent college students up to age 25.

NO CO-PAYMENTS OR DEDUCTIBLES: All benefits are provided at no charge to the patient.

If a patient selects an item not covered by the program or in excess of the programs benefit levels, the patient will be charged only the difference between the benefit allowance and the cost of the selected item.

Section 6: Insured Income Protection

All deductions made for absences covered under the Insured Income Protection Insurance Policy shall be made from the paycheck immediately following the payroll period during which said absence occurred. In extenuating circumstances the Superintendent or his designate may extend provision as deemed necessary.

NOTE: Provisions for medical insurance are set forth in Article XII, Section 5, Sick Leave, of this contract.

Section 7: Discontinuance of Premiums

The MISD will discontinue the payment of premiums on hospitalization and life insurance at the time the individual is placed on long term disability and/or after one (1) year from date placed on Workers' Compensation.

ARTICLE XII

LEAVE PROVISIONS

Section 1: Annual Leave

- A. Every full time employee shall be entitled to annual leave pay of .385 of a day for each completed bi-weekly pay period to a limit of ten (10) work days annually.
- B. After five (5) consecutive years of service a full time employee is entitled to .577 of a day for each completed bi-weekly pay period to a limit of fifteen (15) work days annually.
- C. After ten (10) consecutive years of service a full time employee is entitled to .654 of a day for each completed bi-weekly pay period to a limit of seventeen days (17) work days annually.
- D. After thirteen (13) consecutive years of service a full time employee is entitled to .770 of a day for each completed bi-weekly pay period to a limit of twenty (20) work days annually.
- E. After twenty (20) years of consecutive years of service a full time employee is entitled to .808 of a day for each completed bi-weekly pay period to a limit of twenty-one (21) work days annually.
- F. After twenty-one (21) consecutive years of service a full time employee is entitled to .846 of a day for each completed bi-weekly pay period to a limit of twenty-two work days annually.
- G. After twenty-two (22) consecutive years of service a full time employee is entitled to .885 of a day for each completed bi-weekly pay period to a limit of twenty-three (23) work days annually.
- H. After twenty-three (23) consecutive years of service a full time employee is entitled to .923 of a day for each completed bi-weekly pay period to a limit of twenty-four (24) work days annually.
- I. After completion of twenty-four (24) consecutive years of service and beginning with twenty-fifth year and years following thereafter a full time employee is entitled to .962 of a day for each completed bi-weekly pay period to a limit of twenty-five (25) days MAXIMUM.

- J. Leave days may be accumulated to forty-five (45) work days.
- K. Leave days cannot be used by an employee until he/she has been on the payroll for six (6) continuous months.
- L. Vacation schedules for employees of all departments shall be developed by the Employer's designate and must have approval of Superintendent.
- M. Vacations will be granted at such times during the year as are suitable considering both the wishes of employees and efficient operation of the Employer.
- N. Vacation time in excess of two (2) days must be requested at least three (3) weeks in advance unless otherwise approved by the Superintendent.
- O. Once a vacation period of not less than one (1) week has been established the employee may, upon prior request, receive any regular pay check to be missed during said vacation period on the last workday prior to that vacation period.

Section 2: Maternity Leave

The Board shall grant any pregnant employee unpaid leave of absence upon written request subject to the following provisions:

- A. The employee and her physician shall determine when the leave shall commence. The employee then shall promptly furnish a doctor's letter stipulating the commencement date and indicating the employee's physical fitness to work until the commencement date.
- B. If this date is prior to the fifth (5th) month of pregnancy the Board reserves the right to require a detailed written report of the pregnancy and conditions requiring such a leave.
- C. The leave shall not take effect until all accumulated sick days have been exhausted.
- D. A notice of intent to return to work must be received by the Superintendent no less than two (2) months prior to termination of said leave and upon presentation to the Employer of a physician's statement which clearly discloses that the employee is fit and capable of resuming the normal duties and functions of the job.

E. Maternity leave shall cover the time during which employees are physically unable to perform the duties of their jobs. Employees desiring a parental leave shall then make such request pursuant to Section 3 of this Article if they have not already done so when applying for maternity leave.

F. After Board granted sick days have been exhausted an employee shall be eligible for income protection benefits as set forth in Article XI, Section 5.

Section 3: Parental Leave

An employee may request a parental leave for the purpose of attending a newly born or newly adopted child. Such request shall be submitted to and may be granted by the Board of Education. Such leaves may be up to one (1) calendar year. A one year extension may be requested and shall be granted at the discretion of the Board of Education. A notice of intent to return to work must be received by the Personnel Office not less than two (2) months prior to termination of said leave.

Section 4: Jury Duty

An employee shall be given paid leave when required to serve on a jury provided that any payment received shall be deducted from his salary.

Section 5: Sick Leave

Employees shall be permitted to be absent from their duties with the Macomb Intermediate School District without loss of pay because of personal illness subject to the following conditions:

- A. Employer reserves the right to require proof of personal injury or illness and payment of compensation for such day(s) of injury or illness is contingent on the employee furnishing to the Employer such proof.
- B. Employer shall request proof in writing on the day that the employee returns to work.
- C. Employees shall be granted five (5) days per year credited to his account on the first day he reports for duty each year. Said days are not accumulative from year to year.

D. Commencing with the sixth (6th) day the Employer shall provide income protection insurance without cost to the employee for all full time employees covered under this section in accordance with the following provisions:

1. 70% of income to a maximum of \$2,000 per month for fifty-two (52) weeks in case of sickness or accident. Benefits shall begin on the first day of hospitalization or out-patient surgery on the sixth (6th) work day of illness in any current year.
2. Long term disability payments shall begin at the end of fifty-two (52) weeks in the amount of 60% of salary to a maximum of \$1,700 per month and continue until age 65 at no cost to the employee according to the following schedule:

<u>Age at Disablement</u>	<u>Duration of Benefits (In Years)</u>
Less than 60	To age 65
60	5 years
61	4 years
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69	1 or until age 70

3. Insurance company to be selected by the Board.

E. Absences of less than seven (7) days resulting from a minor personal injury arising out of and in the course of employment with Macomb Intermediate School District shall not be deducted from the five (5) allowable days of absence providing the employee files at the Superintendent's Office within three (3) days of the injury a statement from his/her doctor stating the number of days he/she will be unable to work.

Section 6: Illness in Family

Employees shall be permitted to be absent from their duties from the Macomb Intermediate School District without loss of pay because of illness in the immediate family subject to the following considerations:

A. A maximum of two (2) days annually may be used chargeable against accumulated allowable days of absence as defined in Section 5C. After allowable sick days are

used an additional two (2) days may be granted by the Superintendent because of illness in the immediate family.

- B. The immediate family for purposes of this Section shall be defined as spouse, children, any person acceptable as an exemption on the employee's Federal Income Tax or any person who makes his/her home with the employee and in the judgment of the Superintendent is economically, emotionally and socially dependent on the employee.
- C. Absences shall be considered as necessary only when no other arrangements for care are possible.
- D. The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the person requiring care.
- E. In all cases "other arrangements" are usually considered possible within (1) day after the emergency.

Section 7: Bereavement

- A. Employees shall be granted up to seven (7) calendar days leave immediately following a death in the immediate family. The immediate family for purpose of this Section shall be defined as parents, spouse, children, siblings, mother and/or father-in-law, any person who makes his/her home with the employee and in the judgment of the Superintendent is economically, emotionally and socially dependent on the employee. The Superintendent may grant one (1) day leave to attend the funeral of a relative or close friend. Such leave shall not be deductible from the sick leave allowance.
- B. The Superintendent may extend these provisions in instances when in his judgment the time limitation is not sufficient to allow for all the adjustments occasioned at the time of bereavement.

Section: 8 Personal Business

Employees shall be permitted to be absent from their duties without loss for reasons of personal business subject to the following conditions:

- A. A maximum of two (2) days each year not chargeable against allowable sick days as provided shall be granted. Unused days shall not accumulate. Personal Business shall be defined as that activity which requires the presence of the employee, the timing of which is beyond the control of the employee and reasonably cannot be conducted at any other time during the duty day.

- B. Requests for business day(s) shall be submitted on a form designed for that purpose and be submitted as far in advance as is possible to the department director.
- C. Requests for a business day must be received at least twenty-four (24) hours prior to commencing time of said absence. Exceptions shall be made only in cases of emergency.
- D. Requests for absence because of activities arising out of employment other than with the Macomb Intermediate School District, or as a result of membership in organizations shall not be approved.

Section 9: Workers' Compensation

Absences resulting from a major personal injury arising out of and in the course of employment with Macomb Intermediate School District which entitles the injured employee to compensation under the provisions of the Workers' Compensation Act shall be considered as follows:

- A. The Employer shall pay the difference between the amount paid to him/her by Workers' Compensation Insurance and his/her regular salary for a period not to exceed the five (5) allowable days of absence provided that the employee turns into the Superintendent's Office for recording all Workers' Compensation checks received from the date of the injury to the expiration of the five (5) allowable days of absence.

Section 10: Conventions - Conferences - Workshops

Employees who are asked by the Employer to represent the Macomb Intermediate School District at conventions, workshops, conferences and visitations shall be permitted to be absent from their duties without loss of pay and without charge against accumulated allowable days of absence.

ARTICLE XIII

MISCELLANEOUS

Section 1: Job Descriptions

- A. Job descriptions shall not constitute a part of the contract. However, job descriptions shall be maintained by the Personnel Office and shall be available to the bargaining unit.
- B. The administration shall retain the right to add, delete or modify specific items in the job descriptions.
- C. When a job description is modified an official dated copy of the new job description shall be sent to the Union.
- D. In the event a fundamental change occurs in a job the Union reserves its right under Article VII, Section 4, Rates for New Jobs, to negotiate the rate.

DURATION OF AGREEMENT

This Agreement shall become effective on March 11, 1987, and shall continue in full force and effect until December 31, 1988, and from year to year thereafter.


In the event either party wishes to terminate this Agreement, or modify or amend any Article or clause hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the terminal date of this Agreement. The modification or amendment of any specific Article or clause shall not affect the remainder of this contract.

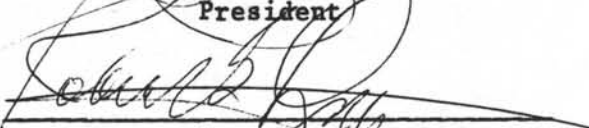
If no notice of termination or modification is given by either party as provided for herein, then this Agreement shall automatically continue in full force and effect from year to year.

IN WITNESS WHEREOF, the MACOMB INTERMEDIATE SCHOOL DISTRICT, an Intermediate School District of the State of Michigan, has caused the foregoing Agreement to be executed by the President and Secretary of said INTERMEDIATE SCHOOL DISTRICT as directed and authorized by the Board of Education of said INTERMEDIATE SCHOOL DISTRICT and the INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, and COUNCIL 25, and its affiliate LOCAL UNION #1917 has caused the foregoing Agreement to be executed by its duly constituted officers, all having signed on the date and year first above written.

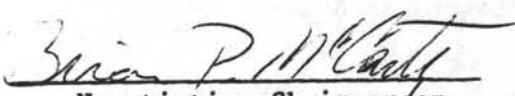
BOARD OF EDUCATION
INTERMEDIATE SCHOOL DISTRICT
COUNTY OF MACOMB

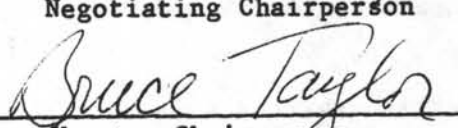
INTERNATIONAL UNION AFSCME
COUNCIL 25
LOCAL 1917



President


Secretary



Negotiating Chairperson


Chapter Chairperson

Delegate

Dated this 11th day of March, 1987.

DATA TECHNICIANS' SALARY SCHEDULE

1987

6%

<u>CLASSIFIED POSITIONS</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Document Control Clerk Trainee	\$11,812	\$13,687
Document Control Clerk I	13,687	16,870
Document Control Clerk II	15,282	18,860
Operator Trainee	12,655	15,966
Operator I	16,282	20,857
Operator II	19,818	27,076
Operator/Programmer I	17,669	22,310
Operator/Programmer II	21,344	28,088
Programmer Trainee	13,351	18,828
Programmer I	19,302	24,119
Programmer II	23,137	29,429
Instructional Computer Tech. Trainee	12,655	15,966
Instructional Computer Tech. I	16,282	20,857
Instructional Computer Tech. II	20,161	25,093
Lead Operator	23,356	29,566
Programmer Analyst	27,760	34,376
Systems Analyst	30,861	35,762
Systems Programmer	30,861	35,762

- A. Employees working in Computer Based Instruction will have the initials CBI affixed to their classification title. Employees working in Data Processing will have the initial DP affixed to their classification title. (See also Article VI, Section 1 and 3.)
- B. Levels "Trainee I and II" reflect varying degrees of experience and proficiency of the employee within the classification and do not pertain to job assignment. Specific tasks may be assigned to employees from any level without precedent.

- C. Programmer Analyst, Systems Analyst, Systems Programmer, and Lead Operator are not levels within a classification but are separate classifications.
- D. Lead Operator Definition: When any shift within the MISD Data Processing Division includes more than one full time regularly employed operational person, said shift shall qualify for a Lead Operator designation. One of the employees on the shift shall be designated a Lead Operator.
- E. When any shift within the MISD Data Processing Division includes less than two (2) full time regularly employed operational persons, Lead Operator designation on that shift will no longer exist and said salary supplement shall be removed and person receiving such supplemental salary shall be reverted to the classification of Operator II.
- F. If it is necessary to transfer/add a person to a shift, qualifying that shift for a Lead Operator designation, the designation would be made on a temporary basis until conditions change and/or the decision is made to post and fill the job.
- G. On a shift that qualifies for a Lead Operator designation on a temporary basis (up to 45 working days), the most qualified operational person on that shift will be designated temporary Lead Operator.
- H. If a shift qualifies for a Lead Operator designation on a permanent basis (more than 45 days), then:
 - 1. The position shall be posted and filled as specified for any other position.
 - 2. The operational person most qualified with previous Lead Operator experience shall be given priority consideration.

DATA TECHNICIANS' SALARY SCHEDULE

1988

5%

<u>CLASSIFIED POSITIONS</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Document Control Clerk Trainee	\$12,403	\$14,371
Document Control Clerk I	14,371	17,714
Document Control Clerk II	16,046	19,803
Operator Trainee	13,288	16,764
Operator I	17,096	21,900
Operator II	20,809	28,430
Operator/Programmer I	18,552	23,426
Operator/Programmer II	22,411	29,492
Programmer Trainee	14,019	19,769
Programmer I	20,267	25,325
Programmer II	24,294	30,900
Instructional Computer Tech. Trainee	13,288	16,764
Instructional Computer Tech. I	17,096	21,900
Instructional Computer Tech. II	21,169	26,348
Lead Operator	24,524	31,044
Programmer Analyst	29,148	36,095
Systems Analyst	32,404	37,550
Systems Programmer	32,404	37,550

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