

6-30-74

South Lyon

MASTER AGREEMENT

July 1, 1972 to June 30, 1974

between

SOUTH LYON COMMUNITY SCHOOLS

and the

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,

LOCAL 10, AFL-CIO

South Lyon Community Schools
235 West Liberty Street
South Lyon, Michigan
48178

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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ARTICLE I

Recognition

- A. The Board hereby recognizes the Office & Professional Employees International Union, Local No. 10, AFL-CIO (hereinafter referred to as "Union") as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for all personnel engaged in work related to secretarial and clerical duties including, but not limited to, bookkeepers, bookkeeping machine operators.
- B. For the duration of this Agreement, the Board agrees not to negotiate with any organization other than the Union representing the employees recognized in Article I, Section A. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment.
- C. Employees may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Union, and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year.
- D. The Union agrees and accepts the insertion of a Save Harmless Clause on all Union Dues or assessment Authorization Cards. Said clause will read as follows:
- The Union shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of complying with this request.
- E. This agreement supersedes and cancels all previous agreements, verbal or written between the Board and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- F. All employees who are members of the Union on the date of execution of this agreement shall remain members of the Union for the duration of this agreement.

All employees who are hired after the execution of this Agreement, upon choosing to join the Union, shall remain members of the Union for the duration of the agreement.

ARTICLE II

Definitions

- A. Whenever the term "Board" is used, it shall mean the Board of Education of the South Lyon Community School District and shall include its designee upon whom the Board has conferred authority to act in its place and stead.
- B. Whenever the term "Union" is used, it shall mean the Office & Professional Employees International Union, Local 10, AFL-CIO, and shall include its designee upon whom the Union has conferred authority to act in its place and stead.
- C. Whenever the term "employee" is used, it is to include any member or members of the bargaining unit.
- D. Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place and stead.
- E. Whenever the term "Immediate Supervisor" is used, it shall mean the administrator of any work location or functional division or group.
- F. Whenever the term "Union Representative" is used, it shall mean the employee designated by the Union to represent an individual or group of employees.
- G. Whenever the term "immediate family" is used, it shall mean husband, wife, mother, father, sister, brother, son, daughter, son-in-law, daughter-in-law, grandchild, grandparent, of the employee or the employee's spouse, or any relative of either spouse living in the employee's home.

ARTICLE III

Union and Employee Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan, or the Constitutions of Michigan and the United States, and that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of the Union to appropriately invoke the assistance of the State Labor Mediation Board or a mediator from such public agency.
- C. The Union may with prior approval of the Superintendent or his designee use school facilities and equipment; including typewriters, ditto machines, other duplication equipment normally available to employees at reasonable times, when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property. Use of equipment other than that listed herein shall be with administrative approval. The Union recognizes that all equipment in a building is ultimately the responsibility of the school principal. Union use of school equipment will be permitted provided that:
- a. The above conditions are met.
 - b. The use is strictly to service the legitimate business of the Union, such as of records, notices, correspondence, etc.
 - c. The purpose is for internal business use of the Union and is not for public distribution.
 - d. Supplies, in connection with such equipment use, will be furnished or paid for by the Union.

No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union, either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Union and its members with the approval of the Superintendent or his designee.

ARTICLE IV

Board Rights and Responsibilities

- A. 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, subject to the provisions of this Agreement, the right:
1. To the executive management and administrative control of the school system and its properties and facilities.
 2. 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.
 3. To determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the 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 Constitution and laws of the United States.

ARTICLE V

General Qualifications

- A. An applicant shall be physically able-bodied to perform assigned duties.
- B. An applicant shall possess skills and qualifications necessary for specific job classifications.
- C. The Union agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent all employees without regard to membership or participation in, or association with, the activities of any employee organization.
- D. The Board agrees that it will not discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the activities of any employee organization in the firing or placement of secretarial personnel.

ARTICLE VI

Employee Health Certification

A. In order to provide continuing health protection for students and other school personnel it is agreed that:

1. Upon initial employment each employee shall provide by certification of his private physician evidence of:
 - a. Such state of physical and mental health that he is able to attend to his assigned duties without undue absence during the ensuing year; and that such physical examination fee to be reimbursed by the District not to exceed \$10.
 - b. At least every year thereafter the employee will show evidence of his continued freedom from active tuberculosis by either a tuberculin skin test or a chest X-ray, evidence of the test to be submitted to the District. The District shall reimburse the fee for said test to the employee.
 - c. If, for any reason, the District requests an employee to have an additional physical examination by his own physician or one recommended by the District, such an examination shall be at the expense of the District.

B. Residence

All things being equal, applicants residing within the boundaries of the South Lyon Community School District shall be given preference for employment.

ARTICLE VII

Probation

- A. A probationary period is the time an employee is proving his merit to his supervisors.
- B. A probationary period of six (6) months shall be served by all new employees.
- C. At the end of the fifth month of the probationary period, a written statement, signed by the immediate supervisor and the employee, shall be filed with the Director of Business Affairs specifying satisfactory or unsatisfactory performance.
- D. Regular full-time employees shall be granted seniority standing, including time spent on probationary status.

ARTICLE VIII

Assignments and Promotions

- A. A copy of any new job assignment shall be submitted to the Union.
- B. All vacancies and new positions shall be posted for at least five (5) working days prior to having the position filled.
- C. Job postings shall state duties, qualifications, hours, length of work year, level, and classification for each position. Position and wages must be commensurate with classification as shown on the salary and classification schedule.
- D. Vacancies and new positions shall be filled from the ranks of the employees who are qualified by training, previous experience, work attitude, ability to get along with others, and health. From such qualified employees, seniority shall prevail. Further, preference shall be given to promotional or lateral movements.
- E. Any time an employee with seniority is passed over, the reasons will be discussed in person with the employee before the appointment is publicly announced. After a voluntary transfer, an employee shall remain in that position for one year before becoming eligible for another transfer.
- F. A seniority employee transferring to another classification, or level, shall carry all seniority gained in previous classification, or levels, for promotional purposes.
- G. Former employees (if rehired) shall be treated as new employees.
- H. The Superintendent shall have the final authority to assign all classified personnel after the posting and other policies as listed above have been followed and after consultation with the employee and his immediate supervisor.
- I. A copy of all job descriptions for all positions covered by this Agreement shall be given to the Union.

ARTICLE IX

Professional Growth on the Job

- A. All employees are urged to seek ways of improving personal skills and job performance by training, by serving on committees, and cooperating with school and civic projects.
- B. The Board shall work with employees in cooperative planning of programs to meet inservice training needs, including extension courses, study groups, special conferences and demonstrations.
- C. Employees shall be encouraged to participate in local, state and professional organizations.
- D. Eligibility to attend conferences and conventions shall be based upon rotation, professional interest or leadership in positions of affiliation.
- E. Upon approval of the Superintendent, special arrangements for the visitation to other school districts, for purposes of observation and training, may be granted where work schedules can be adjusted and where budgetary allocations permit.
- F. One day, per year, with pay may be granted for professional meetings of the employee groups.

ARTICLE X

Work Schedules

- A. The normal workday for full-time members of the bargaining unit shall consist of eight consecutive hours, excluding one-half hour duty free lunch period, but including a work break of not to exceed fifteen minutes in the first half and fifteen minutes in the second half of the work day.
- B. Employee work schedules may vary due to the special needs and circumstances peculiar to buildings and/or departments. Employees are expected to report for duty within the organizational pattern of the building and/or department.
- C. In case of illness, employees who have worked at least three (3) hours shall be counted as present one-half day; the completion of six (6) hours shall be considered a full day of work.
- D. Employees shall be paid time-and-one-half for all hours worked over forty (40) hours in any one week.
- E. Employees shall be paid double time for all hours worked on Sundays and holidays. Employees shall have the right to refuse to work overtime hours on Sundays or holidays.
- F. When authorized by the Superintendent, all time (including overtime) worked by the employee away from her regular work station shall be credited to the employee for payment purposes.
- G. All overtime shall be divided as equally as possible between full time employees of each building and/or department according to their skills.
- H. Twelve month employees shall be given reasonable release time to obtain the State required chest X-ray or tuberculin skin test provided at reduced cost on school premises at the beginning of the school year.

ARTICLE XI

Payroll

- A. The wages of an employee shall start at the time he reports for duty. Wages shall be paid bi-weekly on such calendar dates as are established by the Board.
- B. When payday falls on a non-work day, every effort shall be made to see that the employees receive their pay on the last working day preceding the regular payday.
- C. Payroll deductions, or changes in deductions, shall be supported by signed employee authorization forms.
- D. No deductions from an employee's pay shall be made without advance notice to the employee.
- E. Changes and/or cancellation notices of employee-authorized deductions shall be submitted in writing at least ten (10) days in advance of the change being effective.
- F. Legal authorization forms to determine exemptions must be filled out by all new employees. If an employee's tax exemption status changes new W-4 forms should be completed ten (10) days prior to the effective date.
- G. Employees may use payroll deductions for the following:
 - 1. Hospitalization & related insurances of same carrier
 - 2. Union Dues
 - 3. Credit Union
 - 4. United Foundation
 - 5. Other Board approved deductions

ARTICLE XII

Employee Absences

A. Sick Leave

1. Sick leave shall be allowed at the rate of one day for each month worked, providing at least ten (10) days were worked during the month.
 - a. A 52-week employee who uses four (4) or less sick days during the year shall have two (2) days added to her sick bank at the end of the current year.
 - b. An employee who works less than 52 weeks and who uses three (3) sick days or less during her work year shall have two (2) days added to her sick bank at the end of the current year.
2. New employees shall be entitled to one sick day on the first day of employment and shall receive one sick day per month as earned for the first six months. After a six month period, the employee shall be granted the balance of his sick leave for that year.
3. If the employee does not finish the year, the used, unearned sick leave shall be deducted from the final paycheck.
4. An employee's sick leave days, at the end of each year, shall be allowed to accumulate to a total of 100 for use in future years.
5. If an employee shall be ill for a period greater than his accumulated sick leave, it shall not affect his seniority of job classification.
6. Absence to provide necessary care for a member of the immediate family where no other arrangements are possible may be charged to sick leave and deducted from the employees accumulation of sick days provided:
 - a. The "necessary care" must be such as would be prescribed by a physician or required by the incompetency of relative requiring care.
 - b. In almost all cases, "other arrangements" are considered possible--certainly within one day of the emergency.
 - c. Where other relatives are available to "provide necessary care" it is assumed that the employee's provision of care is not necessary since "other arrangements" are possible.

ARTICLE XII

Employee Absences (con't)

- d. If more than five (5) days are used in any one fiscal year for the above it will result in loss of pay.
7. If an employee is ill for a length of time greater than his accumulated sick leave, he must apply for an extended leave of absence within ten (10) working days from his last paid sick day in order to protect his seniority and classification standings.
8. Employees shall be given an accounting of accumulated sick-leave on each September 15.
9. Unused sick-leave days shall be maintained in each employee's bank but shall not accrue during any leave of absence.

B. Medical Leave of Absence

1. An employee may be granted up to one year leave of absence, without pay, due to personal or immediate family illness.
2. Written application for such leave shall be made by the employee to the Superintendent.
3. In computing service to determine the employee's position on the salary and classification schedule, the time spent on leave shall not be counted as active service.
4. An employee returning from leave of absence due to personal illness, with a physician's statement, shall be placed in a classification as close as possible to the one held when leave began.
5. If the physician recommends a lighter work load, every effort shall be made by the Superintendent to place the employee in a classification in which he is capable of performing. The Board reserves the right to have an employee examined by their own physician before his return to work. This shall be at the expense of the Board of Education. In some cases the services of a mutually agreed upon third physician may have to be secured.
6. If the leave granted is not sufficient for recovery, the employee may request a further leave of absence.

ARTICLE XII

Employee Absences (con't)

7. Maximum leave shall not exceed two (2) years.
8. An employee's leave of absence cannot be rescinded unless it can be proven that such employee has not adhered to the terms or conditions under which the leave was granted; e.g., an employee on leave of absence who accepts employment elsewhere.

C. Personal Business

All employees may be permitted two (2) personal business days per year deductible from sick leave. Personal business days may not be used for vacation or recreation but for personal business that cannot be scheduled at any other time. The employee shall notify her supervisor at least 24 hours in advance (except in emergencies) on the prescribed form, stating the nature of the personal business. The form will be forwarded to the Director of Business Affairs for final approval or denial.

D. Death in Immediate Family

Absence due to death of a member of the immediate family may be charged to Sick Leave to the extent of one to five scheduled working days as necessary for each death. The days shall be deducted from the accumulated sick days of the employee.

The working days allowed must be consecutive scheduled working days:

- a. If employee works on day of death: the days allowed do not include day of death but begin with the first scheduled working day immediately following the day of death.
- b. If day of death is a scheduled work day and employee does not work on that day: the days allowed begin with and include the day of death.
- c. If day of death is not a scheduled work day or occurs during vacation periods: the days allowed are those scheduled working days (or actual working days following vacation period) which fall within seven consecutive calendar days including day of death.

ARTICLE XII

Employee's Absences (con't)

E. Maternity Leave

1. Upon written request; the Board may grant a leave of absence, without pay, for maternity leave to any employee who has been employed more than one year. Certification of pregnancy should be obtained by the employee from a physician.
2. Maternity leave may be for a period of up to two (2) years. The application for leave shall be filed not more than two (2) months after pregnancy has been determined. The employee should begin her leave not later than the end of the fifth month of pregnancy. The working period may be extended at the discretion of the superintendent with the approval of the Board, providing the individual demonstrates the physical and emotional capabilities to work.

F. Other Leaves

Employees called for jury duty, or subpoenaed, shall be paid, by the Board, a sum to make up the difference between what he is paid by the court and his regular wage for the time he is required, by law, to serve.

G. Personal Leave

1. An employee who has been employed for one year, or more, may be granted up to one-year leave of absence, without pay, due to personal reasons.
2. Written application for such leave shall be made by the employee to the Superintendent. The application must specifically list the reasons for requesting the leave.
3. The decision of the Superintendent is final and not subject to the grievance procedure.
4. In computing service to determine the employee's position on the salary and classification schedule, the time spent on leave shall not be counted as active service.
5. Leave of absence as described shall be without compensation from the Board.
6. Leave of absence for personal reasons may be extended to maximum of two (2) years.
7. An employee's leave of absence cannot be rescinded unless it can be proven that such employee has not adhered to the terms or conditions under which the leave was granted.

ARTICLE XIII

Hospitalization and Medical Benefits

1. The Board will provide hospitalization and medical benefits coverage for all full-time employees on the following basis:
 - a. Single Subscriber: The Board will pay for full coverage for the single subscriber for any month in which pay was earned.
 - b. Married employee who is supporting his or her spouse and/or family (head of household): The Board will pay up to but not to exceed \$25 per month or \$300 per year... The Board will pay this benefit for any month in which pay was earned.
2. For the appropriate coverage, the employee shall certify in writing that he or she is entitled to such insurance coverage. Violation of this certification shall require the employee to reimburse the board for the difference in coverage of all payment made in his or her behalf, and placement in appropriate coverage. It is understood that there is no limitation of time for this provision to be invoked.
3. Such benefits will terminate:
 - a. Upon termination of this plan.
 - b. When the employee terminates his employment with the Board. Except, however, an employee may by cash payment pre-pay his insurance for those months between employment.
 - c. When the employee leaves active work on strike.
4. The benefit stated above shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify for hospitalization benefits.
5. Employees on leave of absence or on lay off in excess of three (3) weeks shall be required to pay for the insurance or else it will be terminated.
6. The Board, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage. The failure of an insurance company to provide any of the benefits which it has contracted, for any reason, shall not result in any liability to the Board or the Union nor shall such failure be considered a breach by either of them of any obligation under this article.
7. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure.

ARTICLE XIII

Hospitalization and Medical Benefits (con't)

8. Subject to the terms of the contract with the insurance carrier, it is the intent of the parties that insurance benefits, provided shall commence on the first full-time compensable working day of the employee and that coverage shall remain in effect continuously (subject to 1 a and 1 b above) for the duration of the Agreement as long as the employee is actively employed by the Board.
9. The Board shall select the insurance carrier and shall not change the insurance carrier without notification and negotiation with the Union.
10. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.

ARTICLE XIV

Vacations

- A. Vacation days shall not be cumulative from one year to the next and are to be taken annually.
- B. No employee shall be granted pay in lieu of vacations.
- C. Vacation credit shall be given for every month in which an employee received pay for the majority of the scheduled working days in that month.
- D. Vacations are to be taken at a time that meets the approval of the immediate supervisor and the Superintendent.
- E. All days celebrated as holidays as enumerated in Article XV falling within the vacation period shall not be counted as vacation days, and the vacation period shall be extended by the number of holidays falling within the vacation period.
- F. All 52-week employees shall be granted a vacation with pay, computed as of June 30 each year, as follows:
 1. One-half ($\frac{1}{2}$) day for each month worked during first year of employment.
 2. After one full year; one (1) day of vacation earned for each month worked.
 3. After the completion of five (5) years; one and one-fourth ($1\frac{1}{4}$) days of vacation earned for each month worked.
- G. Paid vacation shall be interpreted as time worked.

ARTICLE XV

Holiday Leave

- A. All 52-week employees are entitled to the following paid holidays:
1. Independence Day
 2. Labor Day
 3. Thanksgiving Day
 4. Christmas Day
 5. New Year's Day
 6. Good Friday
 7. Memorial Day
 8. Christmas Eve*
- B. All employees working less than 52 weeks shall be paid for the following holidays:
1. Labor Day
 2. Thanksgiving Day
 3. Day after Thanksgiving
 4. Christmas Day
 5. New Year's Day
 6. Good Friday
 7. Memorial Day
 8. Independence Day - providing the employee works the day before and after this holiday.

*One-half ($\frac{1}{2}$) day Christmas Eve for contract year July 1, 1972 to June 30, 1973. One (1) full day Christmas Eve for contract year July 1, 1973 to June 30, 1974.

ARTICLE XVI

Retirement

- A. Retirement from Board Service shall be mandatory for employees on July 1 following their 65th birthday.
- B. The Board may approve an extension of employment beyond the age of 65.

ARTICLE XVII

Termination of Employment

- A. The best interest of the employee and the Board will be served where both share the obligation to provide reasonable notice in writing when termination of employment is under consideration. Thirty days notice is desirable. Less than two (2) weeks notice may be considered unreasonable except as circumstances warrant such action.
- B. Employees terminating their services with the Board are entitled to vacation pay for all accrued vacation, payable at the next payroll period following the date of termination, except when the initial six (6) months probationary period has not been completed. At least two (2) weeks notice of termination is expected to be given.
- C. An exit interview, if possible, will be held with all terminated full-time employees, and the results thereof retained as a permanent record.

ARTICLE XVIII

Layoff and Recall

- A. If it becomes necessary to reduce personnel, the layoff shall begin with the lowest seniority employee in a particular job description - bookkeepers, machine operators, typists-clerks, secretaries, etc.
- B. The only exception to this shall be if the low-seniority employee's job is such that it cannot be properly performed by an employee with more seniority.
- C. An employee shall not be laid off as long as jobs exist in that particular job description for which he is qualified, if said positions are held by persons of lower seniority. When it is a foreseen layoff, the higher-seniority employee shall, whenever possible, be trained to fill the position.
- D. If the layoff is to be a temporary situation, the employee shall be offered a comparable position or preferred substitute work with no loss of seniority, or fringe benefits.

ARTICLE XIX

Discharge and Discipline

- A. The responsibility for the suspension or dismissal of any employee for just and sufficient cause shall lie with the superintendent. He shall however, notify the Union at the time of this action.
- B. The employee may be disciplined or discharged for:
 - 1. Continued or repeated tardiness or absence without approval or notice.
 - 2. Failure to accept or perform work assigned by the supervisor during regular working hours.
 - 3. Failure to meet or maintain work standards.
 - 4. Insubordination
 - 5. The above are examples and are not intended to limit the number of reasons for discharge or discipline.

ARTICLE XX

Prohibition of Strikes

- A. The Union agrees that it will not authorize, instigate, participate in, encourage, or support any cessation or interruption of services (i.e., the concerted failure to report for duty, or will-full absence of an employee from his position, or stoppage of work, or abstinence, in whole or in part, by any employee or group of employees) and pledges itself to the purpose of insuring continuation of the educational program. Accordingly the Board agrees that there will be no lock out initiated against employees.

- B. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expediently as possible by:
 - 1. Delivery immediately to the Board of a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and to return to work; and

 - 2. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

ARTICLE XXI

Grievance Procedure

- A. For the purpose of this Agreement a grievance is defined as a complaint involving a violation of any provision, article, or section of this Agreement. The grievant shall be entitled to be present at each step in this procedure.
- B. A grievance shall be presented and adjusted in accordance with the following procedure. Failure to comply with time requirements for response shall entitle the aggrieved party to move the dispute to the next step of the procedure:

Step 1 The grievant together with the steward shall make the grievance known to the immediate supervisor within ten working days from the date of the incident complained of. If the matter is not resolved the grievance shall be reduced to writing and answered by the Supervisor within five (5) working days from its submission. If the matter is not resolved it may be moved to Step 2.

Step 2 The grievance shall be discussed between the Union Representative and the superintendent. The superintendent shall submit a written response to the grievance within five working days of its submission. If the matter is not resolved at this step it may be moved to Step 3 upon written notice to the Board.

Step 3 The grievance shall be discussed forthwith between the Union Representative and the Board of Education at its next regularly scheduled meeting. The hearing may be private at the grievant's request. The Board shall submit its written answer to the Union within five (5) working days after said meeting. If the matter is not satisfactorily resolved at Step 3 it may be moved to Step 4.

Step 4 Within ten (10) days after being advised, in writing, by the Board of its action on the grievance, the Union, if it is dissatisfied may move this grievance to final and binding arbitration rules of the American Arbitration Association, Federal Mediation and Conciliation Service or the Michigan Employment Relations Commission.

- C. Discharge, disciplinary or suspension grievances shall be initiated at Step 2.
- D. Binding Arbitration

Powers of the Arbitrator: It shall be the function of the Arbitrator and he shall be empowered, except as his powers are limited below after hearing to make a decision in cases of violation of the specific provisions, articles and sections of this Agreement.

ARTICLE XXI

Grievance Procedure (con't)

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to establish wage scales or change any wage.
3. He shall have no power to rule on the termination of services or failure to re-employ any probationary employee.
4. He shall have no power to change any policy of the Board nor to substitute his judgment or wisdom for that of the Board as to the reasonableness of any such policy.
5. His powers shall be limited to deciding whether the Board has violated the express provisions, articles or sections of this Agreement.
6. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and the rights of employees and shall so construe the Agreement that there will be no interference with such responsibilities, and rights except as they may be specifically conditioned by this Agreement.
7. In the event that a case is appealed to an arbitrator and he concludes that he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
8. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be binding on the Union, its members, the employee or employees involved, and the Board.
9. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE XXII

Miscellaneous Provisions

- A. No job descriptions shall be changed or salary adjustments made on present classifications and no job shall be reclassified individually except with mutual agreement between the parties hereto.
- B. The expense of printing copies of this agreement shall be shared by the Board and the Union, and copies shall be presented to all personnel covered by this Agreement. New employees shall receive a copy of this Agreement upon employment.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. All terms and conditions of this agreement become effective as set forth herein upon ratification by the Union and the Board.
- E. A regular part-time employee is one who works less than eight (8) hours a day (excluding lunch) for the required number of weeks for her position.
- F. A regular full-time employee is one who works eight (8) hours a day (excluding lunch) for the required number of weeks for her position.
- G. It is mutually understood and agreed that the telephone service as subscribed to be the Board is to be used for the purpose of conducting the business of the School District. Employees may make personal calls of a local nature in an emergency, however. Other local, personal calls shall be made on the employee's break time or lunch time.
- H. When school is forced to close because of unavoidable conditions, such as bad weather, breakdown of equipment, etc., all employees are expected to report to work. The Superintendent shall determine when working conditions are unsuitable and when employees shall be excused from work therefor.
- I. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- J. During vacation periods, a less than 52-week secretary shall be given first preference to work when the Superintendent determines that a substitute is necessary, subject also to the provisions of Article XVIII, Section D.

Attachment A

Wages and Classifications

- A. The wage and classification schedule expresses a policy upon which the Board and the Union have agreed and is recognized as an Agreement between the Board and the employee for the duration of this Agreement. There shall be no changes in classification in the absence of mutual agreement.
- B. Each position shall be on schedule according to the Wage and Classification Schedule adopted and a Union representative shall have the right to verify the record of every employee.
- C. Annual increment raises shall be automatic as long as the same wage scale stays in effect. If the wage scale changes each year, then the steps on the scale have no validity except for the purpose of placing a new employee at a certain wage. The increments are negotiable and terminate as the contract terminates.
- D. At the time of employment, the Superintendent shall evaluate all previous experience for placement on the wage schedule. A maximum of two years experience may be allowed.

Attachment B

Compensation

The following wage scale is effective for the period July 1, 1972 to June 30, 1974:

Less than 52 Week Employees			
Years Exp.	Clerk Level I	Secretary Level III (Less than 500 Students)	Secretary Level IV (500 Students or More)
0	2.20	2.45	2.60
1	2.35	2.60	2.75
2	2.50	2.75	2.90
3	2.65	2.90	3.05
4	2.80	3.05	3.20
5	2.95	3.20	3.35
6	3.10	3.35	3.50
7	3.25	3.50	3.65
8*	3.40	3.65	3.80

52 Week Employees			
Years Exp.	Clerk Level II	Secretary Level V	Bookkeepers Level VI
0	2.30	2.65	2.80
1	2.45	2.80	2.95
2	2.60	2.95	3.10
3	2.75	3.10	3.25
4	2.90	3.25	3.40
5	3.05	3.40	3.55
6	3.20	3.55	3.70
7	3.35	3.70	3.85
8*	3.50	3.85	4.00

*Note: In the first year after reaching maximum in any classification the employee will receive a 10¢ per hour increase. In the second year after reaching maximum in any classification the employee will receive an additional 5¢ per hour increase.

