

Agreement Between

Clawson Board of Education and
Clawson Office and Support Personnel
Association/MEA-NEA

2015-2016

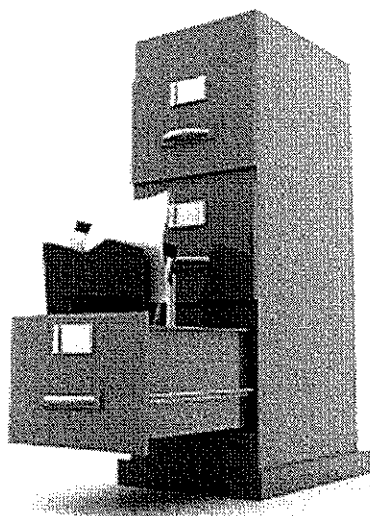


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**CLAWSON PUBLIC SCHOOLS BOARD OF EDUCATION
AND
THE CLAWSON OFFICE AND SUPPORT
PERSONNEL ASSOCIATION**

This Agreement entered into this 30th day of June, 2015, by and between the Board of Education of Clawson Public Schools, Michigan, Oakland County, hereinafter called the "Board", and the Clawson Office and Support Personnel Association/MEA-NEA hereinafter called the "Association".

WITNESSETH:

WHEREAS, The Board and the Association have a statutory obligation, pursuant to Act 379 the Michigan Public Acts of 1965, as amended, to bargain reasonably with each other with respect to hours, wages, terms and conditions of employment of the Association; and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to reduce to writing.

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

- 1.1 The Board hereby recognizes the Association as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 432.201 et seq., MSA 17.455 (1) et seq., (PERA), for all full-time and part-time non-probationary employees who are on leave, or substituting for a bargaining unit employee on leave or temporarily absent for a term of time that exceeds the probationary period. The bargaining unit shall include, but not be limited to, secretaries, clerical support personnel, library technicians, athletic secretary, office and library support personnel, of Clawson Public Schools. Excluded is the superintendent's executive assistant.
- 1.2 Use of the term "employee" or "bargaining unit employee" when used hereinafter in this Agreement shall refer to all employees within the above-defined bargaining unit.

ARTICLE 2

EMPLOYEES' RIGHTS

2.1 The Association and employees within its bargaining unit shall have the right to reasonable use of the school building facilities at all reasonable hours for meetings, provided approval is obtained from the office of said building.

2.2 Financial Information:

The Board agrees to furnish the Association with all reasonably necessary public information concerning the financial resources of the Clawson Public Schools.

2.3 Association Business:

The officers of the Association will be permitted to leave their respective buildings during the scheduled workday to handle Association business after receiving the approval of the principal or immediate supervisor.

2.4 Review of Personnel File:

Each employee shall have the right, upon request, to review the contents of his/her personnel file maintained at Central Office.

2.5 Association Meetings:

Bargaining unit employees shall be excused at 3:30 p.m. for three (3) Association meetings each year.

2.6 PDF Copy of the Agreement:

The Board will email a PDF of the agreement to all employees of this unit now or hereafter employed by the Board within 60 days.

2.7 Association Business:

The Association shall be provided ten (10) days per year for their collective use for Association business including attendance at conferences and workshops sponsored by the Association or affiliated organizations outside of the district. Any of the allocated Association days not used in a particular school year shall accumulate and be added to the following year's allotment, provided that such accumulated amount shall not exceed thirty (30) days.

ARTICLE 3

BOARD'S RIGHTS

Except as otherwise expressly provided by the terms of this agreement, or by the law the determination and administration of policy, the operation of the schools and the direction of the employees are vested exclusively in the Board.

It is expressly understood that members of administration shall have the exclusive prerogative to assign additional duties to employees of the bargaining unit, including assignment to alternate buildings to meet the requirements of the school district. Such additional duties and reassignments shall be limited to no more than five (5) days per school year.

ARTICLE 4

CLASSIFICATION, DAYS OF WORK, AND VACATION SCHEDULE

4.1 Association employees are categorized in the following classifications:

Central Office Employees and
HS Main Office Secretary: 52 week positions

Building Employees: Less than 52 week positions

Office & Library Support Personnel: Positions
that are less than 52 week positions and less
than 40 hours per week

The hours per week, work weeks per year, and days of work are as follows:

CENTRAL OFFICE EMPLOYEES			
Position	Hours/Week	Work Weeks/Year	Days/Year
Accounts Payable Secretary	40	52	262
Payroll Clerk	40	52	262
Central Office Secretaries	40	52	262

BUILDING EMPLOYEES			
Position	Hours Per Week	Days Per Year	
		All Teacher Days PLUS	
		Holidays	Plus Additional work days
Building Secretaries	40	10	20
Library Technicians	40	10	20
	▶ PLUS additional earned vacation days paid in lieu of time off as reflected in Section 4.4.02		
Position	Hours/Week	Work Weeks/Year	Days/Year
High School Main Office Secretary	40	52	262

OFFICE SUPPORT PERSONNEL			
		Holidays	Plus Additional work days
	Part-time	10	5

LIBRARY SUPPORT PERSONNEL			
		Holidays	Plus Additional work days
	Part-time	10	0

4.2 Standard Work Week:

The standard workweek for employees in all classifications shall consist of five (5) consecutive standard workdays, Monday through Friday.

4.3 Work Year:

The standard work year is the fiscal year beginning July 1 and ending June 30. It is understood that the work year for Building Employees, Office Support and Library Support Personnel shall include all teacher days.

If an employee is hired between July 1 and December 31, the employee will be given a step increment the following July. If an employee is hired after January 1, but prior to June 30 the step increment will be given the July one year following the employee's anniversary date or the second July of employment.

Building Employees, Office Support and Library Support Personnel will not be required to work school recess periods unless mutually agreed upon by the employee and the immediate supervisor.

4.4 Vacation Schedule:

Employees shall be entitled to vacation in accordance with the 4.4.01, 4.4.02, and 4.4.03 schedules. If an employee is hired between July 1 and December 31, the employee will receive vacation days based on a full year the following July 1. If hired after January 1 but prior to June 30, the employee will be credited with his/her vacation days July 1 of the year following the employee's anniversary date. The time vacation will be taken is subject to the approval of the immediate supervisor. If the employee is unable to resolve the scheduling of vacation days with his/her immediate supervisor, an employee may appeal the matter to the Superintendent or his/her designee.

4.4.01 Central Office employees and HS Main Office Secretary will receive vacation time as follows:

10 days after one (1) year
15 days after five (5) years
20 days after twelve (12) years

A new Central Office employee or HS Main Office Secretary hired after January 1 but prior to June 30 may have access to five (5) of the first year's vacation days six (6) months after his/her hire date at the employee's discretion.

4.4.02 Building employees will receive additional pay in lieu of vacation time as follows:

5 days after one (1) year
10 days after five (5) years
15 days after twelve (12) years

4.4.03 Office & Library Support Personnel will receive additional pay in lieu of vacation time equal to the number of hours worked in a week in a secretarial/clerical capacity.

4.5 Substitutes:

If a building secretary is absent for four (4) or more hours in an eight (8) hour day, and an office support personnel employee works in that building secretary's place, the office support personnel employee will receive the hourly rate that a building secretary would receive, at the office support personnel employee's salary step.

When both the elementary school secretary and office support person are absent from the building on the same day, the library media technician will substitute in the office.

The elementary library support person may also substitute in place of the library media technician, in either elementary building, depending upon the schedule of events for the day. The elementary library support person will receive the hourly rate that the library media technician would receive, at the elementary library support person's salary step.

ARTICLE 5

HOLIDAYS

Central Office and Building Employees:

The following days listed shall be days off with pay at regular rate, if the day falls within the employee's work year and the employee would have been scheduled to work that day.

Office & Library Support Personnel:

Office and Library Support Personnel will receive the holidays listed if the day falls within employee's work year equal to and calculated at the number of hours per day that employee works in a secretarial/clerical capacity.

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Day following Thanksgiving Day
5. Any day before Christmas
6. December 25
7. Any day before New Year's Day
8. New Year's Day
9. Good Friday
10. Easter Monday OR the Friday before Memorial Day based upon calendar negotiations
11. Memorial Day

If the holiday falls on a Saturday, the preceding Friday will be considered the holiday. If the holiday falls on Sunday, the following Monday shall be considered the holiday.

ARTICLE 6

OVERTIME – COMPENSATORY TIME

6.1 Guideline For Overtime Or Compensatory Time:

All overtime work shall be voluntary.

- 6.1.01 All hours worked over 40 hours per week at time and one-half
- 6.1.02 All hours worked on Saturday at time and one-half
- 6.1.03 All hours worked on Sunday at double time
- 6.1.04 All hours worked on a specified holiday at double time

6.2 Distribution of Overtime:

Overtime work should be distributed equally to employees working within the same job classification and building as is reasonably possible.

6.3 Approval of Overtime:

All overtime must have prior approval from the immediate supervisor.

6.4 Compensatory Time:

In lieu of and not in addition to payment for overtime, compensatory time off may be given at the rate of time and one-half. Such time will not be deducted from sick leave. Granting of compensatory time shall be the same as overtime. If compensatory time off is not used by June 1 of each year, the accumulated compensatory time will be paid at the rate of time and one-half, for that time that exceeds forty (40) hours per week.

6.5 All overtime and compensatory time must be sent bi-weekly to the superintendent's office.

ARTICLE 7

ASSOCIATION RIGHTS

7.1 Options:

Each bargaining unit employee may join the Association on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later.

7.2 Payroll Deduction:

Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not fully Board paid, credit union, savings bond, charitable donations, TSA(s) or any other plans or programs jointly approved by the Association and the Board.

ARTICLE 8

VACANCIES – PROMOTIONS – TRANSFERS

8.1 Position Vacancy:

Whenever any vacancy in an Association position in the district shall occur during the school year, the Board shall publicize the same by giving written notice of such vacancy to the Association and will provide an appropriate posting in every school building. A copy of this posting will be mailed or emailed (to year round employees only) to each bargaining unit employee and this shall be considered the equivalent of a personal notice. The posting shall be entitled ANNOUNCEMENT OF VACANCY and shall contain the following information:

8.1.01 Description of open position

8.1.02 Location of position

8.1.02.01 Notice should be posted for at least one workweek before position is filled.

8.2 The Board reserves the right to administer written and oral tests in connection with a particular vacancy.

The Board further reserves the right to fill any vacancy that may occur from applications received from persons not currently employed by the school district. In appraising qualifications of candidates, appropriate consideration shall be given for ability, willingness to accept responsibility, ability to work with others, educational background and experience.

8.3 Transfers:

The Board will consider transfer of staff employees when, in the judgment of the administration, such staff employees are qualified for and capable of satisfactorily performing the duties of the position to be filled. In the event applicants are not accepted, such applicants should be informed.

In selecting people for these transfers, the qualifications to be considered shall include but not be limited to the following: ability, willingness to accept responsibility, ability to work with others, educational background, experience, and performance evaluations. Preferential consideration shall be granted to employees within the bargaining unit.

Any employee of the bargaining unit who transfers to another position within the bargaining unit shall be placed at the same experience step as held at the time of the transfer.

The Board further reserves the right to fill any vacancy which may occur from applications received from candidates not currently employed by the Board, after due consideration is given to the applicants from the Association.

8.4 Probationary Period:

All newly hired employees shall serve a probationary period up to 90 calendar days after initial employment and shall be subject to dismissal at the discretion of the Board without recourse. Unless the employee is terminated or an extension is made in the probationary period of up to an additional 15 days of work, by written notice to the employee, the employee shall thereafter be considered as a permanent employee in the new position.

In the event any person fills a position either by promotion or transfer, that person shall serve a probationary period up to 90 days of work after initial employment in the position and is subject to demotion to that person's former position at the discretion of the Board without recourse. Unless the employee is terminated or an extension is made in the probationary period of up to an additional 15 days of work, by written notice to the employee, the employee shall thereafter be considered as a permanent employee in the new position.

8.5 Relief Time:

Association employees shall be permitted 15 minutes relief time in the morning and in the afternoon when this period does not interfere with normal operations.

8.6 Layoff and Recall:

Layoff means removal from payroll with no employment rights other than retention of seniority status and recall rights as noted below.

If it becomes necessary to reduce staff, the following layoff-recall procedures shall prevail:

- 8.6.01** Employees who are qualified for the position and have the highest seniority will be retained to the last. The method for determining whether the person is qualified for the position will be the same as the method used for filling vacancies.
- 8.6.02** Employees to be laid-off for an indefinite period of time shall have at least thirty (30) calendar days' notice of layoff.
- 8.6.03** Recall will be based on reversal of 8.6.01 above; i.e., the last laid off will be the first recalled.

- 8.6.04** Employees being recalled will be given ten (10) days from the date of the mailing of a registered letter of recall to indicate their acceptance or rejection of re-employment. Failure to respond within a ten (10) day period will end the employment seniority rights. It shall be the responsibility of laid-off personnel to advise the Personnel Office of their current address during the period of layoff.
- 8.6.05** The time a laid-off employee shall be subject to recall shall be their length of service in the bargaining unit at the time of layoff or two (2) years, whichever comes first.

ARTICLE 9

LEAVES

9.1 Emergency Leave:

Leave of absence not to exceed five (5) days per year may be used for emergencies. These days shall be deducted from accrued sick leave. Permission for such leave must be obtained from the superintendent, principal or director's office. Such emergency leave may include:

- 9.1.01 Fire, accident or funeral affecting immediate family
- 9.1.02 Marriage or graduation of a employee of the immediate family or the employee herself
- 9.1.03 Paternity leave
- 9.1.04 Illness in the immediate family

An emergency leave for illness or death in the immediate family may be extended beyond the above-mentioned five days with the consent of the superintendent, the same to be deducted from the employee's accumulated sick leave.

Immediate family shall mean husband, wife, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter, son, daughter-in-law, son-in-law, grandmother, grandfather, grandchildren, or other relatives living within the same household.

For relatives not covered in this listing, the employee may appeal to the superintendent or his designee. This decision of the superintendent or designee is not grievable.

9.2 Military Leave:

Any employee who may enlist or be drafted into the Armed Services of the United States for service shall be granted a leave of absence. Employee shall be reinstated in the school system as soon as employee returns and will be put on the current salary schedule including the annual increments for the time spent in the military service.

The applicant's request for reinstatement must be accompanied by proof that the employee is fully qualified to perform the duties. The application for reinstatement must be made within ninety (90) days from date of honorable discharge.

9.3 Voluntary Leave:

An employee who has served in the Clawson Public Schools two or more years may be granted a leave of absence for personal reasons without pay upon written

request, providing that leave shall not exceed a period of one calendar year.

Time spent on voluntary leave of absence shall not be credited toward salary increments. The applicant's request for reinstatement must be accompanied by proof that the employee is fully qualified to perform the duties. The application for reinstatement must be made within ninety (90) days of the beginning of the school year in which employee wishes to return to service.

Upon application for reinstatement and accompanying proof that employee is fully qualified to perform the duties, the employee will be given full consideration for the first vacant position for which employee is qualified.

9.4 Involuntary Leave:

The Superintendent has the discretion to request in writing a physical or mental examination for any employee of the staff whenever such action is required for the best interests of the children of the school district. Such written request may be made by the superintendent as often as deemed essential to the effective operation of the School District.

A report from three (3) physicians shall be required. One physician to be chosen by the Board, one chosen by the employee and one mutually agreed upon by both parties. The expenses of the examinations are to be borne by the Board.

Upon receipt of two favorable opinions of the physicians involved, the staff employee will be considered for reinstatement. If reinstatement is granted, the employee shall be placed in the first available opening for which employee is qualified.

- 9.5** An employee who is pregnant may request, in writing, from the Board a maternity leave of absence without pay for the purpose of their own pregnancy or childbirth and/or for the purpose of caring for their own newborn infant. The Board shall have sole discretion to approve a maternity leave of absence request and the duration of such leave based on the educational needs of the district and its students. A maternity leave of absence, if granted, shall in all cases run concurrently with any FMLA leave, if applicable.

An employee's written maternity leave request shall be provided to the Board at least 30 days in advance of the anticipated start of leave, state the length of the anticipated leave, and, if due to medical reasons, be supported by a medical statement. In the case of a medical emergency, which necessitates maternity leave beginning earlier than originally anticipated, an employee shall provide notice to the Board as soon as practicable. An employee shall return to work upon expiration of maternity leave. An employee's failure to return from an

expired maternity leave without a valid excuse shall be considered job abandonment.

If any provisions of this Section 9.5 shall be contrary to any Federal or State law or reported court decision, then in such event, the parties hereto shall agree on the necessary modification so as to make such invalid provision conform to such law or court decision.

9.6 Sick Leave:

Sick leave of one day per month, effective on the last day of each month shall be earned. All of the unused days actually earned shall be added at the end of each fiscal year to the employee's sick leave reserve, provided that such sick leave reserve shall not exceed a total of one-hundred-eighty (180) days. In order to be allowed one-day sick leave per month, an employee must work a minimum of 50% of the working days during the month in which she expects to earn a sick leave day. Employees will call the designated person when unable to report for work.

After an employee has been on sick leave, the Board shall have the right to require a written statement from a physician as to the nature of the illness and the employee's physical or mental conditions and ability to perform her required duties before re-employment.

If an illness occurs on the day before or after a holiday or vacation period, the employee may be required to present a physician's statement to the office of the superintendent upon her return. A physician's statement may also be required if a worker is absent for illness on two consecutive Mondays. The request for a physician's statement will not be arbitrary or capricious.

Once an employee accumulates 180 sick days, any excess accumulated over that amount in one fiscal year will be compensated at a rate of \$20.00 per day. These days will be calculated as of June 30 and paid in the first payroll in July. Upon leaving the district, if an employee has accumulated over 130 days they will be compensated at the above-stated rate for each day in excess up to 180 days.

For Office & Library Support Personnel, the time earned per month will be equal to and calculated at the number of hours per day that employee works in a secretarial/clerical capacity.

9.7 Personal Business Leave:

The personal business days shall be earned at the rate of one (1) per semester. The total allowance for which an employee would be eligible during the school year will be granted on the first day of employment. Personal business days used in excess of such days earned will be deducted from the employee's salary.

Personal business leave with pay may be granted by the superintendent during the first and last week of the school year or within three (3) school days prior to or following a vacation or holiday period.

All requests for personal business leaves shall be in writing, and shall be initialed by the employee's immediate supervisor. In cases of extreme emergency, the employee's request for personal business leave may be submitted after the leave.

Except in cases of extreme emergency, failure to submit a written notification for personal business leave in advance may result in forfeiture of pay for the absence.

If personal business days are not taken, those days will be accumulated. Employee may accumulate up to five (5) personal business days. Any days accumulated over five (5) personal business days will be added to employee's sick bank.

Central Office and Building Employees:

Central Office Employees may be allowed absences with pay totaling not more than three (3) days within each school year, for personal or private business which can be accomplished only during school hours. Building Employees may be allowed absences with pay totaling not more than two (2) days within each school year, for personal or private business which can be accomplished only during school hours.

Office & Library Support Personnel:

Office & Library Support Personnel may be allowed absences with pay totaling not more than two (2) days within each school year, for personal or private business which can be accomplished only during school hours. Days will be equal to and calculated at the number of hours per day that employee works in a secretarial/clerical capacity.

9.8 Observation of Religious Holidays:

Employees, upon written request, will be granted no more than three (3) leave days with pay for the purpose of observing high religious holidays. The first two days are to be charged against the personal business days, and the third against the sick leave unless the Employee has accrued three (3) personal business days.

9.9 Emergency School Closing:

At such times when weather or other emergency conditions cause the school district buildings to not open as determined by the superintendent, employees shall not be expected to report for work. If an employee of the bargaining unit reports to

work after being asked, Employee will be paid at the established overtime rate (time and one-half) for all of the hours worked on such days.

When an individual building does not open, employees shall not be expected to report to work unless the nature of work can be accomplished in another district worksite.

At such times when weather or other emergency conditions cause the school district buildings to close after students have reported in the A.M. or P.M., the employees shall remain at their work place until all reasonable means have been tried to make sure that each child will be placed in a safe location. Should a student(s) remain in the school district building(s) after all reasonable efforts have been made to safely place the student(s) after the closing of the building, the employee may leave and the administration shall provide proper care for any such student(s).

9.10 Jury Duty:

Employees called for jury duty will suffer no loss of sick or personal leave days or compensation while on jury duty.

Employees who are eligible for jury duty and serve on jury duty shall be paid the difference between jury duty pay and their regular compensation for the days involved. Employees called for jury duty shall meet with the Superintendent of Schools or his designated agent during school hours to discuss the critical nature of that employee's employment, and the superintendent or his agent may send a letter, which if sent, is to be recorded with the Court Clerk at the time of the empanelment. Proof of jury duty days shall be made to the school district within fifteen (15) school days after the receipt of the payment for jury duty from the County Clerk. Any employees who volunteer for jury duty, without first being called, shall not receive the difference between the jury pay and regular compensation.

9.11 Funeral Leave:

Leaves of absence with pay not chargeable against the employees sick leave bank shall be granted for the following reasons:

A maximum of three (3) days annually for a death in the immediate family. However, additional days may be granted upon approval of the superintendent or his designee. Any additional days beyond the three (3) will be charged to the employee's sick allowance.

ARTICLE 10

COMPENSATION

10.1. Salary Schedule:

The salaries of employees covered by this agreement are set forth in "Schedule A" which is attached to and incorporated in this Agreement. Such salaries shall remain in effect during the term of this Agreement, and there shall be no step increases.

10.2. Pay Option:

Building Employees shall have the option of receiving their annual salary in either twenty-two (22) or twenty-six (26) installments. Employees must notify the Business Office on or before August 15 of each year as to which period of payment they desire. Employees who want their checks mailed to them at a summer address on a bi-weekly basis must notify the Business Office in writing.

ARTICLE 11

RETIREMENT

11.1 Formula for Computing Benefits Upon Retirement:

Central Office and Building Employees:

- ◆ Ten (10) through fourteen (14) years of service: \$50.00 per year
- ◆ Fifteen (15) or more years of service: \$100.00 per year

The maximum benefit any employee will receive is \$2,500.00 upon retirement. In case of death, while employed by the Clawson School District, the life insurance policy shall be paid according to Schedule "C" and no retirement benefits shall be received under this section.

ARTICLE 12

GRIEVANCE PROCEDURES

12.1 Definitions:

- 12.1.01 A "grievance" is a claim based upon an event or condition that allegedly affects the conditions or circumstances under which an employee works, allegedly caused by a misinterpretation or an inequitable application of the terms of this Agreement.
- 12.1.02 The term "employee" includes any individual or group of office personnel employed by the Board and who are covered by this agreement.
- 12.1.03 The term "day" shall be interpreted as meaning a working school day unless otherwise stipulated.

A grievance may be withdrawn at any level without prejudice.

12.2 Purpose:

The primary purpose of the procedures set forth in this section is to secure, at the lowest level possible, quick, agreeable and equitable solutions to a stated grievance. The parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any employee, having filed a grievance, to discuss the matter informally with members of the administration.

12.3 Hearing Levels:

- 12.3.01 **Informal Level:** When a bargaining unit member(s) believe(s) a grievable incident has occurred, the affected bargaining unit member(s) or the Association shall request a meeting with the immediate supervisor in an effort to resolve the complaint. The Association shall be notified and a representative thereof may be present with the bargaining unit member at such meeting. Said meeting shall be held within five (5) days of the request for said meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she or the Association may formalize the complaint.
- 12.3.02 **Formal Level 1:** If a complaint is not resolved at the informal level, the complaint may be formalized in writing (See "Schedule E") within eight (8) working days of the meeting between the supervisor(s) and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association and the administrative level responsible for

the alleged grievance. The proper administrator shall, within five (5) working days of receipt of the grievance, hold a hearing and within five (5) days of the hearing shall render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

12.3.03 Formal Level 2: If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) working days of receipt of the disposition, the grievance shall be submitted to the Superintendent. Within five (5) working days after the grievance has been so submitted, the Superintendent shall meet with the Employee and/or the Association on the grievance. The Superintendent shall, within five (5) working days after the conclusion of the meeting, render a written decision thereon with copies to the Association and the grievant(s). Should the Superintendent be the proper administrator at Level 1, the grievance form may be processed to Level 3, bypassing Level 2.

12.3.04 Formal Level 3: If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been rendered within fifteen (15) days, the Association, and only the Association, may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules that shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. Arbitration fees and expenses shall be shared equally by the Association and the Board.

12.4 Miscellaneous Conditions:

12.4.01 The term "days" when used in this Article shall mean workdays. Time limits may be extended by mutual written agreement of the parties.

12.4.02 Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

12.4.03 Grievances affecting two (2) or more employees of the bargaining unit may be initiated at Level 2 of the grievance procedure at the option of the Association.

12.4.04 If any bargaining unit employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement for all compensation lost, including fringe benefits, plus reasonable interest if so ruled by the arbitrator.

Any employee whose discharge or discipline has been reversed by an arbitrator shall have any reference to said action expunged from their personnel file.

12.4.05 For the purpose of assisting a bargaining unit employee or the Association in the prosecution or defense of any contractual, administrative or legal proceeding, including but not limited to grievances, the Board shall permit an Association representative, usually the executive director, access to and the right to inspect and acquire copies of personnel files and any other files or records of the Board which pertain to an affected bargaining unit employee or any issue of the proceedings in question.

12.4.06 A bargaining unit employee who is involved in the grievance procedure during the workday shall be excused with pay for that purpose.

12.5 Miscellaneous:

12.5.01 All proceedings and preliminary decisions shall be private and shall remain confidential until a final disposition of the grievance is made.

12.5.02 There shall be no reprisals by either party because of participation in the grievance procedure.

12.5.03 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

12.5.04 Three (3) copies of all forms (see 'Schedule E") for filing grievances and other related documents shall be made: one for the grievant, one for the Board, and one for the Association.

A grievance may be withdrawn at any level without prejudice.

ARTICLE 13

STRIKES AND LOCK-OUTS

13.1 Strikes:

No strikes of any kind shall be caused or sanctioned by the Association during the term of this Agreement.

13.2 Lock-outs:

No lock-outs of employees shall be instituted by the Board during the terms of this Agreement.

ARTICLE 14

DISCIPLINE AND DISCHARGE

14.1 Just Cause:

No non-probationary employee shall be disciplined or reduced in rank or compensation without just cause.

14.2 Discipline:

Disciplinary action or measures shall include the following:

- 14.2.01 Oral reprimand
- 14.2.02 Written reprimand
- 14.2.03 Suspension
- 14.2.04 Discharge

Disciplinary action may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedures.

If the Superintendent or his designee has reason to reprimand an employee, it shall be done in private.

- 14.3 The employee shall have the right to take up the discharge as a grievance at the second level of the Grievance Procedure and through the remaining levels.

14.4 Rights to Representation:

Employees shall at all times be entitled to have an Association representative and/or Uniserv Director present when being disciplined. The Board shall inform the employee of this right before disciplining the employee. If the employee requests an Association representative present, the Board shall delay action for up to twenty-four (24) hours so that an Association representative may be present. For serious disciplinary action involving suspension or termination, the meeting may be adjourned to permit the attendance of the Uniserv Director.

ARTICLE 15

MISCELLANEOUS

- 15.1** This Agreement shall supersede any rules, regulations or practices that shall be contrary to/or inconsistent with its terms.
- 15.2** Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Board, or in any way abridging or reducing such authority.
- 15.3** 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 of 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.

15.4 Individual Agreement:

Any individual contract between the Board and an individual bargaining unit employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

15.5 Building Policy:

Because every building has problems particular to itself, due to facilities, personnel and the public, each building shall be authorized to democratically develop building policies that are not inconsistent with State Law, School Board Policy, this Master contract, or other authority.

15.6 Severability:

This Agreement shall constitute a binding obligation of both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of the Agreement be found contrary to law, the parties shall meet to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

15.7 Employee Protection:

- 15.7.01** Any case of physical assault upon an employee while in the course of his/her employ shall be promptly reported to the Board or its designated representative. Providing the employee was acting within the scope of his/her duties and authority and at the request of the employee involved, the Board will provide and pay for an attorney to

advise the employee of their rights and obligations with respect to such assault.

- 15.7.02** Any absences by the employee because of an assault which results in the employee not being able to perform their regularly assigned duties in the course of his/her employment shall be fully excused and shall not be considered to reduce the employee's sick day allowance. The employee shall receive an amount equivalent to his/her full salary for a period of up to ninety (90) school days because of said assault, which can be full salary or worker's compensation benefits which are in lieu of salary. In no case shall an employee be paid more than an amount equal to his/her salary.
- 15.7.03** The Board will reimburse the employee for loss or damage to personal property in connection with any assault of said employee in the course of employment provided the employee was acting in the scope of his/her duties. Such reimbursements shall take place within two (2) weeks of the presentation of evidence of loss. Limits upon such liability shall be a maximum of five hundred dollars (\$500.00), less the amount of insurance payment the employee may be entitled to through personal or school district insurance plans.
- 15.7.04** If any employee is complained against or sued by reason of performing the duties or responsibilities of his/her job consistent with the Board's policy, the Board will provide legal counsel and render all necessary assistance to the employee in his/her defense.
- 15.7.05** No employee will work in a school building unless an administrator or another employee is on duty.

ARTICLE 16

TERMINATION OF CONTRACT

Except as otherwise stated, this Agreement shall be effective as of July 1, 2015 and shall remain in full force and effect until June 30, 2016.

IN WITNESS WHEREOF, the parties hereto have set their hands to this instrument this 27th day June, 2015.

**THE CLAWSON OFFICE AND SUPPORT
PERSONNEL ASSOCIATION/MEA-NEA**

Troy A. Scott
MEA/NEA Representative

Steve Schlenker
President

**BOARD OF EDUCATION OF
CLAWSON PUBLIC SCHOOLS**

Amica Dack
Board President

Kevin C. Linn
Board Secretary

“SCHEDULE A”

The Clawson Office and Support Personnel Association/MEA/NEA

SALARY SCHEDULE

Central Office and Building Secretaries

SALARY STEPS	*2015-2016
1	14.21
2	14.84
3	15.61
4	15.92
5	16.67
6	17.62
7	18.34
8	18.97
9	20.18

Office & Library Support Personnel

SALARY STEPS	*2015-2016
1	12.33
2	12.61
3	12.88
4	13.16
5	13.45

*For the 2015-2016 school year, there will be a 1.5% off-schedule reduction of “Schedule A” salary schedules.

“SCHEDULE B”

The Clawson Office and Support Personnel Association/MEA/NEA

LONGEVITY PAY

Central Office and Building Secretaries:

- Section 1:** Employees who have more than ten (10) years of service shall receive an additional four hundred fifty dollars (\$450) added to base salary.
- Section 2:** Employees who have more than fifteen (15) years of service shall receive an additional six hundred dollars (\$600) added to base salary.
- Section 3:** Employees who have more than twenty (20) years of service shall receive an additional six hundred fifty dollars (\$650) added to base salary.
- Section 4:** Employees who have more than twenty-five (25) years of service shall receive an additional seven hundred dollars (\$700) added to base salary.
- Section 5:** Employees who have more than thirty (30) years of service shall receive an additional seven hundred fifty dollars (\$750) added to base salary.
- Section 6:** Employees completing a longevity period after July 1 will receive a pro-rated share covering the period from anniversary date to the end of the current school year.

YEARS	AMOUNT
10	\$450.00
15	\$600.00
20	\$650.00
25	\$700.00
30	\$750.00

“SCHEDULE C-1”
The Clawson Office and Support Personnel Association/MEA/NEA
2015-2016

INSURANCE PROTECTION

- A. Current Central Office Employees and Building Employees, and those hired by the school district following ratification of the successor agreement shall be placed on the MESSA Choices II program.

For Office and Library Support Personnel who are regularly scheduled to work 30 hours or more, the Board shall contribute no more than \$461.55 per month towards the single subscriber coverage of the Health Plan selected by the eligible employee. The employee shall be responsible for all remaining annual costs.

In the event that as of June 2016, no eligible Office and Library Support Personnel have elected health insurance coverage, all such employees will receive an annual stipend as reflected in “Schedule C-2”.

- B. All bargaining unit employees who qualify for health insurance coverage will contribute twenty percent (20%) of their annual health costs to Employer. If an employee resigns before such amounts have been reimbursed to the District, the applicable amount shall be deducted from the last paycheck.
- C. Employees shall elect either:

Plan A:

HEALTH: MESSA Choices II:

\$500/1000 In-Network Deductible MESSA Insurance
Rx Saver Drug Card
Out-of-Network Deductible: \$1000/\$2000
OV/UC/ER Co-Pay: \$20/\$25/\$50

OR

MESSA ABC PLAN 1

With \$1300/\$2600 HSA

The Board shall contribute not more than the following amounts, each month the employee is eligible, to the health plan selected by the eligible employee:

Single	\$461.55
Two Person	\$1,036.99
Family	\$1,290.18

On a monthly basis, the District will contribute up to 1/12th of the above amount remaining, if any, after payment of the ABC Plan 1 monthly premium, to the employee's HSA account.

LIFE: \$45,000 Term Life with AD & D (employee only) and \$5,000 Basic Term Life with medical.

DENTAL: Delta Dental Insurance:

The full family plan shall be a true group with internal and external coordination of benefits. For full-time employees who are not covered by another dental insurance equal to or greater than Delta Dental Plan E-07, those persons shall be enrolled in Delta Dental E-07. Those persons covered by another dental plan equal to or greater than Delta E-07 (80/80/80:800 max on class III) shall be enrolled in Delta C-01 (50/50/50: 500).

VISION: VSP-II:

Full family; true group with internal and external coordination of benefits.

LONG TERM DISABILITY:

Long term disability income insurance will cover all full-time employees. Benefits shall begin after the first one hundred-eighty (180) calendar days of any illness or disability as determined by the carrier. Such insurance shall pay up to 60% of /employee's regular salary and reduced by any amounts paid or payable under Worker's Compensation, Social Security, or any school sponsored pension plan. The remuneration under this article is as established under the company's policy and is paid at the daily rate of seven (7) days per week, fifty-two (52) weeks per year of one three hundred and sixty-fifth (1/365) of the annual salary of the employee at the time of disability.

Plan B: Employees electing Plan B will receive cash in lieu of health insurance over eighteen (18) pays beginning with the first pay in October through the first pay in June as follows:

Number of Employees Electing Plan B	Eighteen Payments	Annual Payment Per Employee
1-3	\$138.89	\$2,500
4	\$166.67	\$3,000
5	\$194.44	\$3,500
6	\$222.22	\$4,000
7	\$250.00	\$4,500
8+	\$277.78	\$5,000

Employees Electing Plan B During Open Enrollment: The number of employees electing Plan B will receive the corresponding cash in lieu amount beginning with the first pay in October in accordance with the above scale. If additional employees elect Plan B in January, the total number of employees will increase. Therefore, the cash in lieu payments will increase in accordance with the above scale beginning with the 10th payment, and be spread over the remaining number of payments.

Employees Electing Plan B in January: Additional employees may opt in to Plan B in January of each successive year, thereby causing the total number of employees to increase. These employees will receive cash in lieu in accordance with the above scale beginning with the 10th payment, and payments will be spread over the remaining months.

The payment of cash in lieu is subject to any withholdings as required by law.

LIFE: \$50,000 term life with AD & D (employee only)

DENTAL: Same as Plan A (full family)

VISION: Same as Plan A (full family)

LONG-TERM DISABILITY: Same as Plan A (employee only)

D. Provisions: Applicable to Plan A and Plan B

1. Employees who work ten months who are returning in the fall shall receive coverage to include July and August.

2. Employees who worked a full school year and terminate their employment shall receive coverage including July and August payments.
 3. The Board shall not make any additional benefit payments for coverage after the date of termination of employment of an employee if the termination of employment is prior to the end of the school year.\
 4. Enrollment shall be either at the beginning of employment, or at the open enrollment period, or when a new program is instituted, subject to the MESSA regulations.
 5. After an employee is on sick leave and has exhausted their leave reserve, the Board agrees to pay its share of the premium for insurance coverage for three (3) months.
 6. Central Office and Building part-time employees:
 - a. Plan A:

Central Office Employees and Building Employees who work on a part-time basis will receive prorated MESSA Choices II benefits.
 - b. Plan B:
 - i. The Board will pay 100% of the Plan B insurances and 100% of the cash in lieu of health for Central Office Employees and Building Employees employed at least 3/5 (60%) of the time.
 - ii. The Board will pay the pro-rata amount of the Plan B insurances and the cash in lieu of health for Central Office Employees and Building Employees employed less than 3/5 (60%) of the time.
- E. This benefit shall begin when the employee has (1) properly completed the necessary forms and filed said forms with proper authorities and (2) actually begins employment. Such benefits shall terminate when the employee terminates employment.

F. Worker's Compensation:

Any employee who is absent because of injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and employee's net take home regular salary for a period not to exceed ninety (90) days.

“SCHEDULE C-2”

The Clawson Office and Support Personnel Association/MEA/NEA

ANNUAL STIPEND FOR OFFICE AND LIBRARY SUPPORT PERSONNEL

In the event that no Office and Library Support Personnel elect health insurance during the 2015-2016 work year, the annual stipend shall be paid over the July and August 2016 payrolls.

Thirty-Five (35) hours per week equals One Hundred Percent (100%) of the stipend.

Hours per week	2015-2016
35 hours	\$2,100

For Employees working less than 35 hours per week, the stipend amount will be prorated according to the number of hours the Employee is scheduled to work on a weekly basis, which is determined at the beginning of the school year.

Example: An employee that works 30 hours per week would receive \$1,806.

$$30 \text{ divided by } 35 = .86 \times \$2,100 = \$1,806$$

"SCHEDULE D"

The Clawson Office and Support Personnel Association/MEA/NEA

EVALUATIONS

Section 1:

Non-probationary employees shall be evaluated by June 1 of each school year by their supervisor using the criteria contained in "Section 5" below. The supervisor shall retain one copy of the evaluation, one copy shall be given to the employee during the evaluation conference, and one copy shall be placed in the employee's personnel file.

Section 2:

Employees receiving evaluations that denote need for improvement shall be subject to additional evaluations as deemed necessary by supervisor.

Section 3:

Probationary employees shall be evaluated prior to the completion of their probationary period.

Section 4:

If the employee believes the material placed or to be placed in the file is inappropriate or in error, the employee may submit a written response to said material, and said response will be attached to and made a permanent part of the material in question.

Section 5:

EVALUATION CRITERIA

	The supervisor will make narrative statements in the following evaluative areas:	
■ Name of Employee		
■ Assignment	✓ Clerical Skills	✓ Efficiency
■ Name of Supervisor	✓ Technical Skills	✓ Initiative
■ Evaluation Period	✓ Organizational Skills	✓ Demeanor and Appearance
■ Date of Evaluation Meeting	✓ Public Relations	✓ Integrity

The signature of the employee denotes receipt of this evaluation. It is understood that the employee has the right to submit a rebuttal statement that will be attached to this document before placement in employee's personnel file.

“SCHEDULE E”

**CLAWSON OFFICE AND SUPPORT PERSONNEL ASSOCIATION MEA/NEA
and
CLAWSON PUBLIC SCHOOLS**

GRIEVANCE REPORT FORM

Grievance No.: _____

Building:	
Assignment:	
Name of Grievant:	
Date Filed:	

FORMAL LEVEL I

[File with appropriate administrator/supervisor]

Date Cause of Grievance Occurred: _____

A. Section(s) and paragraph alleged to have been violated [include page number(s)]:

B. Statement of grievance:

C. Relief sought:

Signature

Date

D. Date of Meeting(s): _____
Disposition by Administrator: _____

Signature

Date

E. Position of Grievant/Bargaining Unit:

Signature

Date

FORMAL LEVEL II

[Superintendent]

A. Date of Meeting(s): _____
Disposition by Administrator: _____

Signature

Date

B. Position of Grievant/Bargaining Unit:

Signature

Date

FORMAL LEVEL III

[Arbitration]

A. Date submitted to arbitration: _____

Signature

Date

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