

EAST JORDAN PUBLIC SCHOOLS

MASTER AGREEMENT

Between the

East Jordan Board of Education

and the

**EAST JORDAN SECRETARIES ASSOCIATION
NMEA/MEA/NEA**

2008-2009
2009-2010

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SECTION 1 - AGREEMENT

- A. This Agreement entered into this 1st day of September, 2008, by and between the Northern Michigan Education Association/MEA/NEA as hereinafter called the "Association" and the East Jordan Public Schools Board of Education hereinafter called the "Employer."
- B. In consideration of the following mutual covenants, it is hereby agreed as follows:

SECTION 2 - RECOGNITION

- A. The East Jordan Public Schools hereinafter "Employer" hereby recognizes the Northern Michigan Education Association/MEA, an affiliate of the National Education Association, hereinafter 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 423.201 *et seq.*; MSA 17.455(1) *et seq.*, (PERA) for all personnel as certified by the Michigan Employment Relations Commission whether full- or part-time, probationary or non-probationary, on leave or temporarily absent, on a per diem, hourly, or class rate basis, employed by the Employer performing or to perform any work currently being performed by bargaining unit members or any similar clerical and secretarial duties as may be included in the bargaining unit described below:

"All full-time and regular part-time office employees excluding all supervisory personnel, substitutes, all other personnel and superintendent's confidential secretary."

- B. Unless otherwise indicated, use of the term "Employee"/"Bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:
 - 1. Full-Time: A bargaining unit member who is employed at least thirty (30) hours per week.
 - 2. Part-Time: A bargaining unit member who is regularly employed less than thirty (30) hours per week.

3. Probationary: A bargaining unit member who is employed to fill a full-time or a regular part-time position for a trial period of ninety (90) work days. A probationary employee shall not accrue seniority in the bargaining unit until completion of the probationary period. At that time, seniority shall revert to the member's first working day, inclusive of the probationary period, as defined in Section 14. It is expressly understood and agreed that a substitute shall in no case fill a bargaining unit position for a period in excess of the probationary period as described above (except when the bargaining unit member has been granted a leave of absence exceeding ninety (90) days). A substitute shall be considered a probationary employee for an additional ninety (90) day period. A substitute for a bargaining unit member on leave shall have no recall rights.
4. School Year: Bargaining unit members employed to work at least one hundred eighty (180) days and whose employment follows the school calendar.
5. Full Year: Bargaining unit members who are employed to work on a twelve (12) month basis.

SECTION 3 - PURPOSE

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act number 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Bargaining Unit Members, and the Association. The Employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer which are inconsistent with this Agreement and accordingly have included herein a grievance procedure for the effective processing and resolution of such disputes. It is further the purpose of this agreement to promote the mutual interest of the employer and its employees and to provide for the efficient operation of the services provided by the employer, ensure quality of work environment and work output, and promote high standards for the students served by the parties. The parties to this agreement will cooperate fully to secure the advancement and achievement of these purposes.
- C. It is also the purpose of this agreement to reduce to writing the total understanding of the parties regarding wages, hours, and working conditions of employees covered by this agreement, and that all such understandings be written to be mutually binding.

- D. The wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. It is further understood that if any provision of this Agreement or any application of this Agreement is found to be 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 be continued in full force and effect. The parties agree to immediately commence negotiations on a successor to the invalid portion.

SECTION 4 - EXTENT OF AGREEMENT

- A. This Agreement shall constitute a binding obligation of both the Employer and the Association and, for the duration, 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.
- B. Any individual contract between the Employer and an individual Bargaining Unit Member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede and have precedence over any rules, regulations, policies, or practices of the Employer which shall be contrary to or inconsistent with its terms. It is further agreed that the provisions of this Agreement supersede all prior agreements, understandings, or past practices of the parties.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the life of this Agreement agree that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.
- E. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties.

SECTION 5 - ASSOCIATION RIGHTS

- A. The Association shall have the privilege of using school facilities for meetings at times when such facilities are not otherwise in use and upon twenty-four (24) hour notification to the administrator responsible for all such facilities. The Association shall be responsible for proper use of all facilities, including leaving them in the same condition as they were prior to the Association's meeting, and the Association shall be liable for any damages actually caused to the facilities by their use.
- B. Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school property in a manner such that this shall not interfere with nor interrupt normal school operations. Such representatives shall notify the administrator responsible for the building or facilities which they intend to enter of their presence prior to actually conducting any such business, and shall obtain the express permission of such administrator (or his/her designee) prior to actually conducting any such business during working time.
- C. The Association shall have the privilege of reasonable use of school equipment, including typewriters, mimeograph machines and other duplicating equipment during non-school hours upon the express prior permission of the administrator responsible for such equipment and at such time as said administrator shall authorize. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment and shall be liable for any damages actually caused to said equipment by improper use by individuals using it for Association business.
- D. The Association shall have the privilege of access to a designated bulletin board, or section thereof, for the purpose of posting Association materials, as well as access to employee mail boxes.
- E. The Employer agrees to furnish to the Association, in response to reasonable requests, information concerning the financial resources of the district, including annual financial reports and audits; register of bargaining unit personnel; budgetary requirements and allocations as adopted by the Board; minutes of all School Board meetings; treasurer's reports; census and membership data; names and addresses of all employees in bargaining unit and wages paid thereto, together with information which may be necessary for the Association to process any grievance or complaint. It is expressly understood and agreed that this provision shall not obligate the Board or administration to release information which is otherwise exempt from disclosure by law.
- F. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

- G. It is understood that the members of the bargaining unit set forth in the foregoing Recognition Clause have the responsibility for performing duties normally and historically associated with those positions. These duties shall be assigned only to a person who is or will become a member of the bargaining unit represented by the Association.
- H. The Employer shall grant the Association six (6) paid leave days (per school year) for the use of its representatives to conduct Association business or participate in Association activities. It is understood and agreed that the employer may hire substitute personnel for such days at its' discretion. It is also understood that personnel not absent on such days may be reassigned to the positions which are vacant on such days.

SECTION 6 - BOARD RIGHTS

- 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 of the United States and the Constitution of the State of Michigan, including, but without limiting the generality of the foregoing, but not in conflict with the conditions of this Agreement, the right to:
 - 1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
 - 2. Continue its rights and past practices of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
 - 3. Direct the working forces, including the right to hire, promote, suspend, and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees.
 - 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 - 5. Adopt reasonable rules and regulations.
 - 6. Determine the qualifications of all employees and the conditions of continued employment.

7. Determine the location or relocation of its facilities, including the establishment of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
 8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority and amount of supervision.
 11. The right to contract or subcontract is vested in the Employer, provided that such contracting or subcontracting does not replace, in whole or in part, currently employed bargaining unit members.
- B. Limits on Board Rights: The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement.

SECTION 7 - BARGAINING UNIT MEMBER RIGHTS AND PROTECTION

- A. No bargaining unit member shall be disciplined without just cause. A system of progressive and corrective discipline shall be applied to all bargaining unit members in the district. The following procedure is established:
1. Verbal discussion of the problem.
 2. Written reprimand.
 3. Suspension with pay.
 4. Suspension without pay.
 5. Dismissal.

It is the understanding of the parties that when circumstances exist which require immediate action, the employer may invoke a later step in the above procedure.

- B. Each employee shall have the right to have an Association representative present at any scheduled meeting or conference with an administrator or supervisor at which there exists a reasonable likelihood (to the administrator's or supervisor's prior knowledge) that the conference will result in imposition (or recommendation therefore) of disciplinary sanctions against said employee. No disciplinary action shall be taken against an employee without the presence of such representation (unless waived by the employee) except in emergency situations in which both immediate action is necessary and prior notification of a representative is not reasonably possible.
- C. An employee shall have the right upon written request to review the contents of his/her personnel file and to have a representative of the Association accompany him/her in such review. Such reviews shall not be held during the employee's regular duty hours (except lunch and break periods) unless expressly authorized by the employee's immediate supervisor.
- D. Whenever new material, including but not limited to, student, parental, or school personnel complaints are placed in an employee's personnel file, the employee shall be provided an opportunity to review the material so included. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. After reviewing material to be placed in an employee's file, the affected employee shall sign said material and such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the employee shall refuse to so sign any such material, the administration may send a copy of same to the President of the Association, who shall sign same and specifically acknowledge in writing that a copy was served on the employee and that the employee refused to sign same. If the employee believes such material is inaccurate, the employee shall file a written rebuttal within five (5) days after presentation of the material to the employee. If the employee shows such material to be inappropriate or in error, the material shall be corrected or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be used solely on the contents of the bargaining unit member's personnel file.
- E. Any complaint of a serious nature against a bargaining unit member by a parent, student, or other person will be promptly called to the attention of the employee. No such complaint will be included in the employee's personnel file or used in any disciplinary action unless and until the employee has been informed of the complaint and the identity of the complainant is made known to the employee. Complaints shall not be incorporated into the member's evaluation unless the member has been informed of the complaint as provided above.
- F. Any assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall render reasonable assistance to the bargaining unit member, when possible, to prevent injury.

Pursuant to the authority as set forth in the Michigan School Code, the Board will provide liability insurance protection to cover bargaining unit members whose actions comply with Board of Education policies and within the underwriting rules and regulations as set forth by the carrier when the actions of the bargaining unit members were within the appropriate scope of the bargaining unit members' normal job duties and responsibilities. The insurance policy secured by the Board shall provide for coverage of not less than \$250,000.

If the Board is unable to obtain liability insurance protection, as noted above, the Association shall be notified and the insuring provisions of this section shall become inoperative.

- G. The provision of this agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national original, sex, or marital status or membership in, or association with the activities of any employee organization.

SECTION 8 - CONTINUITY OF OPERATIONS

- A. When an act of God or an Employer directive forces the closing of a school or other facility of the Employer, the bargaining unit members shall be excused from reporting to duty without loss of pay as outlined in Section 11, D & E. In the event a school/facility is closed for more than one (1) day due to mechanical failure, fire, vandalism, or calamity, the Employer has the right to reschedule assignments of the affected bargaining unit members and students so as to continue the educational process of students the next school day. In no event will the bargaining unit members be rescheduled without students without the prior consent of the Association.
- B. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Employer, as defined by the Public Employment Relations Act, (MCLA 423.201 et seq; MSA 17.455(1) et seq.). The Employer also agrees that it will not lockout any bargaining unit member during the term of this Agreement.

SECTION 9 - ASSOCIATION DUES, SERVICE FEES, AND PAYROLL DEDUCTIONS

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a Service Fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below. Such moneys shall be remitted to the Association or its designee no later than twenty (20) days following deduction .
- 1 . The procedure in all cases of non-payment of the service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph A above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the member has remitted the service fee to the Association or authorized payroll deduction for same.
 - d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- B. Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Association has

established a policy regarding "Objections to Political - Ideological Expenditures - Administrative Procedures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

- C. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members along with other required information, may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- D. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law. It is expressly agreed that the District shall have no obligation to make involuntary deduction of service fees under this Section until such time as the Association shall furnish the District with verification that the Association's "Objections to Political-Ideological Expenditures - Administrative Procedures" has been approved by the Court of record in Lenhart v. Ferris Faculty Association, MEA/NEA, 643 F Supp 1306 (WD Mich, 1986). Further the Association agrees to timely notify the District in the event a Court order is entered restraining the association from implementing its policy regarding objections to political-ideological expenditures. If as a result of notice that such an order has been entered, the District intends to suspend involuntary wage deductions under this Article, it shall give timely notice to the Association.
- E. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments, and contributions in the Association as established by the Association. Such authorization shall continue in effect until revoked. Pursuant to such authorization, the employer shall deduct one-tenth (1/10th) of such dues, assessments, and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
- F. The Association 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 by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member who challenges the Association's security/agency shop provisions under this Article.

SECTION 10 - NEGOTIATIONS PROCEDURE

- A. Contract negotiations shall commence hereafter by a written notice mailed or delivered by the Association to the Board on or before sixty (60) days of the expiration of this Agreement.
- B. In any negotiations described in this section, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. There shall be two (2) signed copies of any final Agreement. One copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to the bargaining unit members. In addition, the Employer shall provide the Association with five (5) copies at no charge.

SECTION 11 - WORK SCHEDULES

- A. The normal work year for bargaining unit members shall consist of the student academic year plus ten (10) days immediately preceding the start of the academic year and ten (10) days after the conclusion of the student academic year. Additionally, building principal secretaries shall work the months of June and August. In addition, each full-time employee shall work the second Friday of July and the second Friday of August, unless other dates are mutually agreed upon, to help minimize the backlog of work that can result over the summer. If additional days are needed in the summer months, said days shall be at the discretion of the superintendent, who shall offer said work based on the location of the work, with a secondary factor being seniority.
- B. The normal work day shall consist of a minimum of eight (8) hours for full-time bargaining

unit positions. The actual hours of work shall be established by the employer based on the employer's determination of the needs and resources of the district. Said hours may be changed from time to time as deemed necessary and appropriate by the employer. However, no reduction shall be implemented in a bargaining unit member's hours without consultation with the Association, as outlined in Section 15 of this agreement. The work schedule for full-time bargaining unit members shall include an unpaid thirty (30) minute lunch period.

- C. Bargaining unit members shall receive a fifteen (15) minute break for each four (4) hours worked. The time limit for all breaks shall be strictly observed.
- D. When schools are closed due to inclement weather, act of God, or other emergency, bargaining unit members shall report to work as soon as main roads have been plowed.
- E. Bargaining unit members who are unable to report for work when schools are closed due to the above conditions shall telephone their immediate supervisor in order to explain the circumstances preventing the employee's attendance at work. In such circumstances, the employee will be compensated for their regular hours provided the employee makes a good faith effort to report to work.

When school is placed on a delay, the member shall be paid for up to the first two (2) hours without penalty. Time delayed past two (2) hours may be worked by the member at the conclusion of the normal shift at the member's discretion.

When students are sent home early due to inclement or other conditions as listed in 11D above, bargaining unit members shall also be allowed to leave after students have left the building. In such situations bargaining unit members shall be paid for their full shift.

SECTION 12 - WORKING CONDITIONS

- A. The Employer shall distribute rules and regulations setting forth the procedures to be utilized in disciplining students to the Association and bargaining unit members. The Employer shall reasonably assist bargaining unit members with respect to the maintenance and control of students in the bargaining unit member's assigned work area. The bargaining unit member shall become familiar with distributed rules and regulations pertaining to students and shall perform her job responsibilities in conformance with those standards.
- B. The parties recognize that support staff can make significant contribution to the improvement of the educational program of the district through participation in the process of school improvement. The parties hereby express their mutual desire to encourage such participation as follows :
 - 1. Committee participation by the employee is voluntary.

2. Non-participation shall not be used as a criterion for evaluation or discharge or discipline.
3. In the event that any provision(s) of a school improvement program or application thereof violates, contradicts or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.
4. Should committee meetings occur during a member's regular work hours, he/she shall be excused to attend with no loss of pay. Should such occur at times other than such regular work hours, the member shall be paid his/her regular hourly rate for such attendance.

SECTION 13 - VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy shall be defined as a newly-created position or a present position that is not filled and that the Employer has stated its intention to fill.
- B. All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) work days. Said posting shall contain the following information:
 1. Type of Work
 2. Location
 3. Starting Date
 4. Rate of Pay
 5. Hours to be Worked
 6. Classification
 7. Minimum Requirements/Qualifications
 8. Ending Date for Applications
- C. Interested bargaining unit members may apply in writing to the superintendent or designee within the ten (10) work day posting period. The employer shall notify the Association President of vacancies occurring during the summer months of June, July and August by sending notice of same to the Association President by U.S. mail to his/her last known address.
- D. Vacancies shall be filled with the most senior bargaining unit member/applicant who meets the posted job qualifications. Should the position not be filled internally, the Employer shall have the right to hire external applicants.
- E. Within the (10) work days after the expiration of the posting period, the employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

- F. In the event of transfer from one position to another, the bargaining unit member shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. The employer shall give the transferred bargaining unit member reasonable assistance to enable him/her to perform up to the employer's standards on the new job. The bargaining unit member and Association shall cooperate with the employer in seeking to attain these standards. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.
- G. Bargaining unit members who are to be involuntarily transferred shall be notified of the reasons for such transfer. This provision shall not be applicable where the transfer is in connection with a reduction in force. Paragraph F of this Section shall not be applicable where the Employer has initiated an involuntary transfer for disciplinary reasons. The Employer and the Association agree that involuntary transfers are to be minimized. Accordingly, involuntary transfers shall only be for reasonable and just cause.
- H. Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular classification rate (exclusive of step) for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties .
- I. A vacancy which, in the opinion of the employer, must be filled on an immediate basis during the school year may be filled on a temporary basis for the balance of the current semester during which time the posting and filling process shall be implemented and conducted for permanent placement to commence with the beginning of the next semester.

SECTION 14 - SENIORITY

- A. Seniority shall be defined as length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. In the event more than one (1) individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.
- B. Part-time bargaining unit members shall accrue seniority on a pro rata basis. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- C. The employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and delivered to the Association within thirty (30) work days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter by October 1. If no objections are received within thirty (30) days thereafter as to the accuracy of the seniority list, the Employer's list shall be regarded as conclusive.
- D. Except where prohibited by law or regulation, all bargaining unit members shall receive

seniority rights as provided in this Agreement.

- E. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position.

SECTION 15 - REDUCTION IN PERSONNEL

- A. "Layoff" shall be defined as a determination by the Employer to effectuate a reduction in the total number of employees which reduction is implemented by completely or partially discontinuing the employment of a designated number of individual employees. The Employer may decide to eliminate positions or reduce the hours of any positions in its discretion, in accordance with the provisions of this Article.
- B. No bargaining unit member shall be laid off pursuant to a reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least thirty (30) days prior to the effective date of the layoff. The Employer shall first lay off probationary bargaining unit members, then the least senior bargaining unit members. The Employer may deviate from seniority where the Employer can demonstrate that the remaining employees are not qualified to perform the remaining bargaining unit work. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff-elimination of position shall have the right to assume a position for which they are qualified, which is held by a less senior bargaining unit member.
- C. In the event of a layoff, the Employer and Association may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of the layoff. With the approval of the Employer and the Association, bargaining unit members may, at their option, without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of the Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right (except the right to compensation during the layoff) under the contract including the bargaining unit member's right to be recalled from such layoff.
- D. If such an agreement is reached, the following form shall be used:

Individual Agreement

The undersigned hereby agrees to waive his/her seniority for purposes of the East Jordan school district, impending institution of a layoff under the Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Agreement, including recall rights and other contractual rights conferred under the Agreement. This waiver pertains solely to the order in which said bargaining unit member might be laid off during the period of this Agreement.

Date _____

Signature _____
Bargaining Unit Member

Date _____

Signature _____
Association Representative

Date _____

Signature _____
Employer Representative

- E. In the event of a reduction in the work hours, bargaining unit members with the greater seniority may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority on the work schedule, provided the remaining bargaining unit members are qualified to perform the remaining bargaining unit work as indicated in paragraph B of the Article. In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10) work days after written notice to the affected bargaining unit member(s) is given by the Employer.

The employer agrees, upon request, to meet with the Association prior to a reduction in hours for the purpose of conferring with respect to distribution of work and any resulting reassignments or transfers.

- F. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Any bargaining unit member who has served more than ninety (90) working days in a classification shall be deemed qualified for any position in that classification for purposes of this paragraph. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given five (5) work days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the five (5) day period. Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority during the period of such layoff.
- G. Any employee laid off pursuant to this Article may, upon application and at his/her option, continue to receive insurance protection, as outlined in this Agreement, for a period of eighteen (18) months from the date of layoff or until similar benefits are available to the employee from another source, whichever comes first. Such continuation of insurance benefits shall be contingent upon timely payment by the employee of the applicable policy premiums.
- H. A laid-off employee shall, upon application and at his/her option, be granted priority status on the substitute list for the classification from which he/she was laid off. Employees serving as substitutes in this capacity shall be paid at the regular substitute rate.

SECTION 16 - JOB DESCRIPTION AND CLASSIFICATION

- A. Written job descriptions and job titles shall be provided by the Employer for each bargaining unit position. The Association shall be consulted relative to such job descriptions. Job descriptions shall minimally include qualifications for appointment, types of services to be performed and a listing of basic performance expectations.
- B. Any evaluations of bargaining unit members' work performance shall be based upon said bargaining unit member's job description and as is set forth in Section 22 of this Agreement entitled Bargaining Unit Member Evaluations.
- C. The basic compensation of each bargaining unit member shall be as set forth in Schedule A. There shall be no deviation from said compensation rates during the life of this Agreement.

- D. The following conditions shall apply to all overtime work:
1. Time and one-half will be paid for all hours worked over forty (40) hours in one (1) week, eight (8) hours in one day, and all hours worked on Saturday.
 2. Double-time will be paid for all hours worked on Sundays and holidays. In the case of holidays this will be in addition to holiday pay if the bargaining unit member is entitled to holiday pay for that day.
 3. Compensatory time off may be given instead of overtime pay if mutual advance arrangement is made by the employee and his/her supervisor. Such compensatory time shall be at time and one-half or double time, whichever is applicable. Compensatory time may only be taken at a time which is mutually agreeable to the employee and his/her supervisor .
 4. Paid leave shall count toward hours worked.

SECTION 17 - HOLIDAYS

- A. All full-time bargaining unit members shall have the following days off with pay, provided that school is not in session:
1. Labor Day
 2. Thanksgiving Day
 3. Day after Thanksgiving
 4. Christmas Eve
 5. Christmas Day
 6. New Year's Eve
 7. New Year's Day
 8. Good Friday
 9. Memorial Day

If any of the above holidays fall on a Sunday, the Monday following shall be observed as the holiday. Should the holiday fall on a Saturday, the preceding Friday shall be observed as the holiday.

- B. Bargaining unit members who are scheduled to work during the week of July 4th shall be paid for the July 4th holiday.

SECTION 18 - ILLNESS AND DISABILITY

- A. Sick leave will be accrued at the rate of one (1) day per month worked, accumulative to a maximum of ninety (90) days in 1989-90 and one hundred twenty (120) days in the 1990-92 and thereafter. The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member. The bargaining unit member shall report any discrepancy on the written statement of accumulation within thirty (30) days of receipt.
- B. A bargaining unit member who is absent because of injury or disease compensable under the Michigan Worker's Compensation statute, shall receive from the Board the difference between the amount of Worker's Compensation benefits and the employee's regular wages, deductible from the employee's accumulated sick leave, for a maximum of six (6) months from the date Worker's Compensation benefits are first received.
- C. Sick leave may be used for personal illness or injury. A total of five (5) days per year may be used for critical illness in the immediate family (defined as: spouse, children, parents, grandparents, siblings, and/or the same members of the spouse's family). Additional sick leave beyond the five (5) days may be granted by the superintendent.
- D. The Employer shall have the right to require a physician's statement after absence under this Section for more than three (3) consecutive days. The Board reserves the right (at its expense) to have its designated physician verify the findings or certification of the employee's physician.
- E. A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application, be granted an unpaid leave of absence for the duration of such illness or disability, up to one (1) year, and the leave may be renewed (in the Employer's discretion) upon written request of the bargaining unit member.
- F. Employees resigning, retiring or otherwise terminating their employment (except for termination for cause) who have at least ten (10) years consecutive service to East Jordan Public Schools shall receive payment of Fifteen Dollars (\$15) in 1992-93 and Twenty Dollars (\$20) in 1993-94 and thereafter for each of their unused sick leave days up to a maximum of One Hundred Twenty (120) days. This one-time payment will be calculated upon the number of days in the employee's individual sick leave account at the time of such termination of employment.
- G. The amount of pay received under this Article for a day of paid leave shall be equal to the employee's regular rate of pay times the number of hours the employee was scheduled to work on the day of absence.

- H. Bargaining unit members not using more than three (3) sick leave days per school year (days used for bereavement shall not be counted in the three days) will be compensated in a lump sum payment according to the following schedule:

| <u>Days Used</u> | <u>Bonus</u> |
|------------------|--------------|
| 0 | \$150 |
| 1 | \$125 |
| 2 | \$100 |
| 3 | \$ 75 |
| 4 | 0 |

The lump sum payment shall be made after the close of the school year and before July 1st. In the event that a member used a portion of a sick day (1/2, 1/3 etc.), the level of compensation shall be pro-rated. Any payment shall in no way affect the number of sick days accumulated by the member.

- I. At the request of the Association, the Board may, on a case-by-case basis, allow a sick leave bank to be created for the benefit of a bargaining unit member who has a serious illness or disability, or the serious illness, disability or death of an immediate family member, and has, as a result of the serious illness, disability or death, depleted their personal sick leave accumulation. The bank will be funded by voluntary contributions from members of the bargaining unit. No member of the bargaining unit shall be allowed to contribute more than two (2) days to the bank. The number of days that may be withdrawn from the bank shall be limited to thirty (30) days, or the number of days remaining on the waiting period for receipt of LTD benefits, whichever is less.

Each sick leave bank created under the terms of this section shall be bargaining unit member specific, and shall cease to exist following the withdrawal of the thirty (30) days, or the number of days remaining on the waiting period for receipt of LTD benefits, whichever is less, as noted above.

On the establishment of a bargaining unit member specific sick leave bank, the Association shall be responsible for contacting all bargaining unit members to seek voluntary contributions to the bank. The Association shall certify to the Board, in writing, the name of each bargaining unit member who has voluntarily contributed a sick leave day(s) to the bank, up to a total of thirty (30) days. All such voluntary contributions shall be non-refundable, in the event that the entire sick leave bank is unused.

SECTION 19 - OTHER PAID LEAVES

- A. At the beginning of each school year, each employee shall be granted two (2) personal business days to conduct personal business which cannot be conducted outside regular work hours. Personal business days shall not accumulate from year to year (provided that if the employee does not utilize personal leave days during a school year, said days shall be added to the employee's sick leave accumulation). The use of personal business days shall be subject to the following conditions:
1. A request must be made in writing to the Superintendent at least forty-eight (48) hours prior to the day requested. Exceptions to this provision may be made at the discretion of the superintendent.
 2. Personal business days shall be used for the purpose of conducting business that cannot be accomplished outside of working hours. It is specifically understood that this leave shall not be utilized for recreation, job interviews, or money-making activities.
 - a. Personal business days may not be taken the day before or the day after a holiday, school recess/vacation period, weekend or the first day of the school year or the last day of the school year. A personal business day may be taken before or after a weekend if a substitute is available.
 - b. Exceptions to the above provisions in emergency situations may be granted on a case-by-case basis by the Superintendent whose decision shall be final.
- B. An employee shall be entitled to leave with pay for jury service if he/she is unable to be excused or to have such service rescheduled.

The employee shall be entitled to receive as leave pay for the days of authorized absence an amount equal to the employee's pro rata daily pay less the amount received as compensation or jury fees. It shall be the responsibility of the employee to secure a notarized statement from the court clerk verifying the amount of such compensation or fees received, and receipt of leave pay shall be considered upon prior submission of such a statement.

- C. A maximum of up to five (5) days shall be granted in case of a death in the immediate family of the employee or his/her spouse. Immediate family shall include: spouse, children, parents, siblings, and a maximum of three (3) days for death of grandparent or grandchild of the employee or spouse. The Superintendent may approve leave for attendance at the funeral of another person whose relationship to the employee warrants such attendance, in the opinion of the Superintendent.

SECTION 20 - UNPAID LEAVES

A. Unpaid leaves of absence may be taken for the following purposes:

1. Military leave: A military leave shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer or be called for active duty in the National Guard or Reserves.
2. Parental/Child Care: A leave of up to one (1) year shall be granted to any (male or female) bargaining unit member for the purpose of child care. A child care leave shall only be taken when the object child of the leave is newborn, newly adopted or critically ill. It is further understood that a bargaining unit member shall have the right to commence a child care leave prior to or subsequent to the birth of her/his child, at her/his option .

The bargaining unit member may request to terminate the leave anytime after the birth of the child, such termination subject to the approval of the District and provided that he/she is physically able to perform his/her work responsibilities. In the event of the death of the object child of the leave, the bargaining unit member shall have the right to terminate the leave upon ten (10) calendar days notice to the District, provided that he/she is physically able to perform his/her work responsibilities.

3. The bargaining unit member may request and the Board may approve other unpaid leaves of absence.

B. General conditions pertaining to unpaid leave shall be as follows:

1. Seniority shall remain unbroken and shall continue to accumulate during an unpaid leave. However, no experience credit for the purpose of entitlement to any other benefit under this contract shall accrue during unpaid leaves of duration of six (6) months or more during any work year.
2. The employee taking unpaid leave shall be responsible for payment of insurance premiums during the length of such leave if the employee desires to continue the coverage provided under this Agreement.
3. All requests for unpaid leave shall be submitted to the Superintendent in writing. The request shall specify the desired beginning and ending dates of the leave and the purpose for which leave has been requested. The employee and district shall cooperate to schedule the beginning and ending dates of leave so as to cause the least disruption to school operations, considering also the needs of the employee.
4. An extension of up to one (1) year may be granted on all of the above-stated leaves. At

least thirty (30) days prior to the ending date of the leave, a bargaining unit member must notify the ending date of the extension. The Employer will notify the bargaining unit member within ten (10) calendar days upon receipt of the request for extension as to whether or not the extension has been granted .

5. Employees on an unpaid leave of absence shall confirm to the Superintendent, in writing, their intent to return immediately upon expiration of their leave. This written notification must be received by the Superintendent not less than twenty (20) calendar days prior to the expiration date of the leave.
6. Return from leave shall be to the employee's former position.

SECTION 21 - BARGAINING UNIT MEMBER EVALUATIONS

- A. All monitoring or observation of the work of each bargaining unit member shall be conducted on the basis of personal observation or investigation.

It is understood that the evaluation process includes assessment of the bargaining unit member's total job performance and may be in part based upon job-related conduct which has not been personally observed by the supervisor. In the latter circumstance, the supervisor shall identify the specific facts involved which shall be substantiated before inclusion in the evaluation.

- B. Bargaining unit member evaluation shall be by formal observation or investigation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. Each bargaining unit member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of job duties. Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation or investigation conducted by the bargaining unit member's immediate supervisor.

- C. All evaluations shall be reduced to writing and a copy given to the bargaining unit member by March 1. The bargaining unit member may request another evaluation which shall be

completed by June 1. Such evaluation shall be based upon a formal observation which shall take place over a one-week period known to the employee by forty-eight (48) hours notice. If the bargaining unit member disagrees with the evaluation, he/she shall submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the bargaining unit member is to improve and of the assistance to be given by the employer towards that improvement. The employee agrees to cooperate with administrative efforts at performance improvement. If a performance deficiency has been noted in an evaluation, the supervisor shall comment in the next evaluation as to whether or not improvement has taken place.

- D. Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional written comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.
- E. At the completion of the probationary period an evaluation of the bargaining unit member's work shall be completed following the procedures of this provision.
- F. In the event a bargaining unit member is not continued in employment, the employer will advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Association.
- G. Each bargaining unit member's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the work performance of the bargaining unit member is _____satisfactory, _____satisfactory (needs improvement) or _____unsatisfactory (check one)," and one of the items must be checked.

SECTION 22 - INSURANCE

- A. Pursuant to authority set forth in Sec. 1255 of the Michigan School Code, the Board agrees to make premium payments for the following fringe benefit programs to cover the employee and his/her eligible dependents. Upon submission of written application, each full-time bargaining unit member in the Secretary classification shall choose either MESSA-PAK Plan A or Plan B as described below:

After consultation with MESSA, and not later than August 6, 2008, the Board of Education shall determine whether the insurance coverage provided in this section of the Agreement shall be purchased in a PAK, or individually outside of a PAK.

Plan A - Employees Electing Health Coverage

Health - Choices II PPO - \$10 Co-Pay on Prescriptions
Dental - Delta Dental D-03
Vision - VSP III
Life - \$40,000 AD & D
LTD - Plan I, 66 2/3%, 90 calendar day modified fill
\$5,000 monthly maximum on benefits

Plan B - Employees Not Electing Health Coverage

Dental - Delta Dental D-03
Vision - VSP III
Life - \$40,000 AD & D
LTD - Plan I, 66 2/3%, 90 calendar day modified fill
\$5,000 monthly maximum on benefits

In the event that, during the course of this Agreement, MESSA establishes a higher co-pay option than the \$10.00 currently available, the Board and the EJSa shall meet to discuss the implementation of a higher co-pay level, with the Board paying the difference between the existing co-pay and any new rate which shall have been established and agreed upon.

Prescription Co-Pay Reimbursement

The Board shall reimburse the bargaining unit member for the difference between the \$10 and the replaced \$5/\$10 prescription as follows:

Up to 34-day supply - \$5.00
90 day supply - \$15.00
90 day supply mail order - \$18.00

Reimbursement shall occur upon presentation of proof in the form of receipts or MESSA worksheets, that such a co-pay has been incurred. The member may, at his/her option, redact any information of a personal nature (e.g. name/specialty of physician, drug identification, diagnosis, etc.), however, the amount of the co-pay incurred and the date of the transaction shall be clearly shown. Reimbursement claim forms with paid receipts must be turned in to the Business Office by:

March 30th to be paid by April 15th May 30th to be paid by June 15th
September 30th to be paid by October 15th December 30th to be paid by January 15th

Prescription co-pay reimbursements shall not be made on receipts dated more than six months prior to the reimbursement request.

B. The above programs shall be provided for a full twelve month period. The Board subsidy is

terminated when an employee is covered under another group insurance program, or terminates his or her position through resignation, discharge or retirement, or is on any type of an unpaid leave of absence or layoff and not on the payroll of the employer. Health care subsidy will be effective until the first of the month following notice of layoff or termination.

- C. The Board agrees to provide the above mentioned insurance subsidies for programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policyholder.
- D. Employees electing health care protection (Plan A) referred to above are required to submit an affidavit certifying that they are not covered under the same group health insurance programs through some other source before the health insurance subsidy will be implemented by the Board.
- E. Bargaining unit members who have Board-provided term life insurance, as provided through either the health or life insurance plans, shall have a thirty (30) day conversion right upon termination of employment. Any bargaining unit member electing his right of conversion in order to maintain his/her term life insurance in force must contact the insurance carrier within thirty (30) days of his/her last day of employment.
- F. Employees not wishing health insurance subsidy through the school may apply the equivalent of an individual employee's single subscriber premium toward any of the MESSA or board approved options. If a husband and wife are members of the same bargaining unit, one will be eligible for full family and the other the option.

The Employer shall provide a cash option in lieu of health benefits up to the amount of the Super Care I single subscriber premium according to the following:

1. The Employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.
2. The amount of cash payment received may be applied by the bargaining unit member to an MEA Financial Services Tax-Deferred Annuity. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.
3. The program will become effective not more than ninety (90) calendar days from the ratification of this agreement. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.
4. All cost relating to the implementation and administration of benefits under this program shall be borne by the Employer.
5. The Section 125 Administration shall be provided by MESSA Optionall. The Employer

shall enter into a MESSA Optionall Administrative Services Contract.

6. Any amounts exceeding the employer subsidy share may be payroll deducted.

SECTION 23 - SUBCONTRACTING

- A. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be increased or transferred to persons not covered by this agreement without the prior written agreement of the Association.
- B. The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace bargaining unit members regularly employed in the bargaining unit except in emergencies when bargaining unit members are not available or have refused to do the work as assigned. For purposes of this provision an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to recur.
- C. The Employer will not subcontract work unless either the skills needed to perform the work as reasonably specified are unavailable within the bargaining unit and cannot be obtained in a reasonable time or bargaining unit members who possess the skills or qualifications to perform needed work refuse to accept such additional responsibilities.

SECTION 24 - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 2008, and shall continue in effect until August 31, 2010.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their representatives on this 1st day of September, 2008.

BY ASSOCIATION:

BY EMPLOYER:

Mary Lieberman
Uniserv Director

Kevin Keane
President

NMEA President

Korinna Holt
Secretary

Bob Panoff
Chief Negotiator

R.A. Hansen, Jr.
Superintendent

SECTION 25 - GRIEVANCE PROCEDURE

- A. A Grievance shall mean an allegation by an identified bargaining unit member or group of same of a violation of express terms of this Agreement.
- B. A grievance shall not include any of the following:
1. The termination of services or of failure to re-employ any probationary employee;
 2. Any matter involving the content of employee evaluation;
 3. Provided, however, the matters referred to in 1 and 2 above may be referred as a grievance up to and including Level Three as set forth below but shall not be submitted to Level Four.
- C. Level One - A bargaining unit member alleging a violation of the expressed provisions of the contract shall within ten (10) days after the aggrieved member or group of members has knowledge thereof discuss it orally with the building principal. The principal will respond to the complaint in writing. If the principal denies the grievance or if no resolution is obtained within three (3) days of the discussion, the member shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.
- D. Level Two - A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his/her office.
- If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.
- E. Level Three - Upon proper application as specified in Level Two, the Board shall allow the member or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) days from the hearing of the grievance, the Board shall render its decision in writing.
- F. Level Four - Individual bargaining unit members shall not have the right to process a

grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board, serve a written demand on the Board to arbitrate. If the parties cannot agree upon an arbitrator within five (5) days, the Association may file a petition with the American Arbitration Association, serving a copy of the same on the School District.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
3. The decision of the arbitrator shall be final and binding on the parties.

G. Powers of the arbitrator are subject to the following limitations:

1. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. He/She shall have no power to establish salary scales.
3. He/She shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board as long as said practice, policy or rule is not in violation of any provision of this Agreement.
4. He/She shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide.
5. He/She shall have no power to interpret state or federal law.
6. He/She shall not hear any grievance previously barred from the scope of the Grievance Procedure.
7. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
8. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature .
9. Where no wage loss has been caused by the action of the Board complained of, the

Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

10. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
 11. The arbitrator shall have no power to review any matter which has been filed with Civil Rights Commission, MERC or the state or federal courts.
- H. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.
 - I. Should a bargaining unit member fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a member fail to appeal a decision within the limits specified or leave the employ of the Board, except a claim involving a remedy directly benefiting the former employee grievant regardless of his/her employment, all further proceedings on a previously instituted grievance shall be barred.
 - J. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a member or a participating Association representative are to be at their assigned duty stations.
 - K. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
 - L. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the Grievance Procedure until resolution.
 - M. If the grievance is satisfactorily resolved at any level, action on the grievance shall terminate.
 - N. The term "days" when used in this Article shall mean work days from September 1 to June 1. During summer recess, "days" shall be defined as days the Superintendent's office is open.
 - O. All grievances filed under this Article shall:

1. Be specific and signed by the grievant;
2. Contain a synopsis of the facts which give rise to the alleged violation;
3. Contain the date of the alleged violation;
4. Cite the Section(s) of the Agreement alleged to have been violated;
5. Contain a remedy desired by the grievant(s);
6. Be reduced to writing as specified above on the form approved by and attached to this Agreement.

APPENDIX A
SECRETARIAL CONTRACT
SALARY SCHEDULE

2008-2009

Increase 2.00% on step over the 2007-2008 salary schedule.

2009-2010

Increase 2.00% on step over the 2008-2009 salary schedule.

| | Secretary Building <u>Principal</u> | Clerk <u>Typist</u> | Office <u>Aide</u> |
|-------------------------|---|------------------------|-----------------------|
| <u>2008-2009</u> | | | |
| First Year | 13.21 | 10.32 | 9.06 |
| Second Year | 14.00 | 11.46 | 10.23 |
| Third Year | 14.80 | 12.39 | 10.88 |
| Fourth Year | 15.85 | 13.21 | 11.46 |
| Tenth Year | 16.84 | 14.04 | 12.24 |
| Fifteenth Year | 17.91 | 14.88 | 12.99 |
| Twentieth Year | 18.80 | 15.63 | 13.64 |
| Twenty-Fifth Year | 19.73 | 16.41 | 14.34 |

| | Secretary Building <u>Principal</u> | Clerk <u>Typist</u> | Office <u>Aide</u> |
|-------------------------|---|------------------------|-----------------------|
| <u>2009-2010</u> | | | |
| First Year | 13.47 | 10.53 | 9.24 |
| Second Year | 14.28 | 11.69 | 10.43 |
| Third Year | 15.10 | 12.64 | 11.10 |
| Fourth Year | 16.17 | 13.47 | 11.69 |
| Tenth Year | 17.18 | 14.32 | 12.48 |
| Fifteenth Year | 18.27 | 15.18 | 13.25 |
| Twentieth Year | 19.18 | 15.94 | 13.91 |
| Twenty-Fifth Year | 20.12 | 16.74 | 14.63 |

APPENDIX B
GRIEVANCE REPORT FORM

Grievance # _____

East Jordan School District

Distribution of Form:

1. Superintendent
2. Principal/Supervisor (in duplicate)
3. Association
4. Grievant

| Building | Assignment | Name of Grievant | Date Filed |
|----------|------------|------------------|------------|
|----------|------------|------------------|------------|

STEP I

A. Date cause of grievance occurred: _____

B. 1. Statement of grievance: _____

2. Relief sought: _____

Signature Date

C. Disposition of Supervisor/Principal: _____

Signature Date

D. Disposition of Grievant and/or Association: _____

Signature Date

STEP II

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Association: _____

Signature

Date

STEP III

A. Date submitted to Arbitration: _____

B. Disposition and award of Arbitrator _____

Signature

Date

NOTES

A. If additional space is needed, attach an additional sheet.

LETTER OF UNDERSTANDING
RE: SUMMER POSITION - SWIMMING POOL/CURRICULUM DIR.
SECRETARY

This letter of understanding, by and between the East Jordan Public Schools and the East Jordan Secretaries Association hereinafter referred to as the "Employer" and the "Association", respectively, sets forth the understanding and the agreement of the parties regarding the above captioned summer position.

Accordingly, it is the understanding of the parties that the position referenced above is summer work referenced under Section 11A of the current master agreement and as such is being assigned on the basis of the location of the work as provided in that section.

Additionally, it is the understanding and the agreement of the parties that the person who fills this position shall be responsible only for the work associated with the regularly assigned duties regarding the operation of the swimming pool during the summer months and for such secretarial work as would be directly and normally related to the position of secretary to the Director of Curriculum. It is further the understanding and agreement of the parties that such secretarial duties shall not include work which would normally be the duties of the secretary(ies) of any other administrator. The person filling the position as referenced above shall not be assigned, nor will he/she be expected to accept such duties.

Dated June 16, 1992

FOR THE EMPLOYER:

FOR THE ASSOCIATION:

R.A. Hansen, Superintendent
East Jordan Public Schools

Linda Poole, President
East Jordan Sec. Assoc.