

**MASTER AGREEMENT  
BETWEEN THE  
BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC  
AND THE  
PONTIAC EDUCATIONAL SECRETARIES ASSOCIATION/MEA/NEA  
2011 - 2013**

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THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC  
AND  
THE PONTIAC EDUCATIONAL SECRETARIES ASSOCIATION**

This Agreement is made and entered into this 23<sup>rd</sup> day of July, 2012 by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter called the "BOARD" and the Pontiac Educational Secretaries Association, hereinafter called the "ASSOCIATION".

**ARTICLE 1 PREAMBLE**

**WHEREAS**, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its secretarial and clerical personnel as recognized in this Agreement with respect to wages, hours of employment and terms and conditions of employment; and

**WHEREAS**, the Board formally recognized the Association as the representative bargaining agent for full time secretarial and clerical personnel on November 10, 1965; and

**WHEREAS**, the Board and the Association mutually agree to bargain in good faith with respect to wages, hours of employment and terms and conditions of employment;

**NOW, THEREFORE**, in consideration of the following mutual covenants, the Association and the Board hereby agree as follows:

**ARTICLE 2 PURPOSE AND INTENT**

The purpose of this Agreement is to promote orderly and harmonious relations for the mutual and equitable interest of the Board, the secretarial and clerical employees and the Association. The Board and the Association shall encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees. During the term of this Agreement, both parties agree to meet at the request of either party for the purpose of discussing any provision of the Agreement.

**ARTICLE 3 RECOGNITION STATEMENT**

- Item 1 The Board hereby recognizes the Association as the exclusive bargaining representative for all full time personnel engaged in secretarial and clerical work as defined later in this Agreement, but excludes the secretary to the Superintendent, secretary to the Deputy Superintendent, secretaries to the Assistant Superintendents, secretary to the Executive Director of Employee Relations, substitute secretarial and clerical employees, co-ops, clerical aides, and teacher aides.
- Item 2 Any additional full time secretarial classification or new permanent position which is established during the term of this Agreement shall be subject to negotiations between the Board and the Association in respect to wages, hours of employment and conditions of employment.

- Item 3 Adjustments made in the present classification of positions currently in existence and negotiated as part of the Agreement shall be subject to review and mutual agreement with the Association before implementation.
- Item 4 For the duration of this Agreement, the Board agrees not to negotiate with any organization other than the Association representing the secretarial and clerical employees. The rights granted herein to the Association shall not be granted to or intended for use by any other organization.

**ARTICLE 4 DEFINITIONS**

- Item 1 When the term "Employee" is used, it shall mean all personnel represented by the Association in the bargaining unit.
- Item 2 When the term "Board" is used, it shall mean the School District of the City of Pontiac and shall include its designee upon whom the board has conferred authority to act in its place.
- Item 3 When the term "District" is used, it shall mean the School District of the City of Pontiac.
- Item 4 When the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include the designee upon whom the Superintendent has conferred authority to act for the Superintendent.
- Item 5 When the term "Appropriate Personnel Director" is used, it shall mean the Personnel Official who is responsible for secretarial personnel.
- Item 6 When the term "Association" is used, it shall mean the Pontiac Educational Secretaries Association and shall include its designee upon whom the Association has conferred authority to act in its place.
- Item 7 When the term "Association Representative" is used, it shall mean the official designated member of the Association to represent an individual or group of employees. The Association shall provide the Board with written notice of the official representatives.
- Item 8 When the term "Immediate Supervisor" is used, it shall mean the administrator assigned to the building, department or program of the employee's designated work area upon whom the Superintendent has conferred the authority to act for the Superintendent.
- Item 9 When the term "Conditions of Employment" is used, it shall mean the same as "terms and conditions of employment".

**ARTICLE 5 BOARD RIGHTS**

The Board reserves and retains, solely and exclusively, all rights to manage and direct its work forces, such as, the determination of policies, operations, assignment, schedules, discipline and layoffs for the orderly and efficient operation of the District except as limited or in conflict with the provisions of this Agreement.

## **ARTICLE 6 ASSOCIATION SECURITY**

- Item 1 Employees covered by this Agreement at the time it becomes effective who are members of the Association at that time shall be required as a condition of continued employment to continue membership in the Association for the duration of this Agreement. Membership dues shall be paid directly to the Association by October 1 for each current year. The current year shall be defined as ending June 30.
- Item 2 An employee hired after the effective date of this Agreement for a full time position shall be required as a condition of continued employment to become a member of the Association or pay a service fee equal to the amount of the Association membership dues for the duration of this Agreement. The employee shall pay dues or service fee to the Association by the tenth day after the completion of their probationary employment. Dues or service fee will be a proration of the annual dues or service fee based on the number of months remaining in the current year. The current year shall be defined as ending June 30.
- Item 3 An employee returning from a Leave of Absence, or a former employee rehired on a full time basis shall be required as a condition of employment to become a member of the Association or pay a service fee equal to the amount of the Association membership dues for the duration of this Agreement. The employee shall pay dues or service fee to the Association by the thirtieth day following the beginning of employment. Dues or service fee will be a pro-ration of the annual dues or service fee based on the number of months remaining in the current year. The current year shall be defined as ending June 30.
- Item 4 Employees shall meet the conditions of this Article as long as they are no more than thirty (30) days arrears in payment of dues or service fee. The Board shall be notified in writing by the Association on November 1 of each current year of any employee covered in Item 1 of this Article if they are thirty (30) days in arrears of payment. The Board shall be notified in writing by the Association of employees covered in Items 2 or 3 of this Article if they are thirty (30) days in arrears of payment.
- Item 5 In the event an employee covered by Items 1, 2 and 3 of this Article does not join the Association or tender service fee to the Association by the requisite date as specified in Items 1, 2, 3 and 4 of this Article, the Board shall within five (5) workdays notify the employee that employment shall be terminated at the end of the tenth workday following the issuance of such notification, provided the Association has complied with the following:
- 5.1 Fulfilled the requirements of Item 4 of this Article.
  - 5.2 Fulfilled its fiduciary obligations by sending written notice to the employee (copy to the Board Representative) that there is an obligation to tender dues or service fee, the date of such obligation as required by this Article, the amount of such tender and to whom such tender is to be made.
  - 5.3 Fulfilled its responsibilities by sending written notice to the employee (copy to the Board Representative) that obligations have not been fulfilled by the requisite date and that a request for termination of employment was being made to the Board Representative.

- 5.4 Stated in the request for termination of employment that such request is in conformance with the provisions of this Article, that the employee has not complied with obligations, that it is an official request of the Association, and that the "save-harmless" clause as set forth later in this Article shall be put into effect.
- Item 6 In the event the employee receiving the termination notice shall be engaged in pursuing any legal remedies contesting the termination in a court of competent jurisdiction, the employee's services shall not be terminated until such time as the employee has obtained a final decision as to the validity of said termination or said employee has ceased to pursue legal remedies available by not making timely appeal of any decision rendered in said matter by a court of competent jurisdiction.
- Item 7 In implementing this Article, the Board and Association assume the following responsibilities:
- 7.1 The Board shall give notice of and explain this Article to new employees at the time of employment.
- 7.2 The Association shall provide the Board with notices for each new employee stating the amount of dues or service fee, the time limit meeting such obligation and to whom such tender is to be made.
- 7.3 The appropriate Personnel Director, as the representative of the Board, shall meet with a designated Association representative to notify the Association of: new employees recently hired, including date of employment and assigned location, recently terminated employees and employees completing probationary period.
- Item 8 The Association shall assume the legal defenses of any suit or action against the Board regarding this Article of the Agreement. The Association further shall indemnify and save-harmless the Board for any cost including damages, which may be incurred by the Board as a result of, said suit or action, subject, however, to the following conditions:
- 8.1 The damages have not resulted from negligence, misfeasance or malfeasance of the Board or its agents.
- 8.2 The Association, after consideration with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense, which may be assessed against the Board by any court or tribunal.
- 8.3 The Association has the right to choose the legal counsel to defend any such suit or action.
- 8.4 The Association has the right to compromise or settle any claims made against the Board under this Article.
- Item 9 The interpretation, application, administration and enforcement of this Article shall be in accordance with the requirements of the Public Employment Relations Act, as amended, and construed by the National Labor Relations Board and Federal Courts, and to the extent that it does not conflict with any Federal or State Laws.

- Item 10 Upon written authorization from the employee, the Board shall deduct from the salary of an employee and make appropriate remittance to the Association of Association dues or service fee as with other plans or programs approved by the Board. Dues or service fees shall be deducted each month beginning with the first payroll in September and remitted to the Association through Accounts Payable.
- Item 11 The Association shall promptly furnish information needed by the Board to fulfill the provisions of this Article and not otherwise available to the Board.

## **ARTICLE 7 ASSOCIATION AND EMPLOYEE RIGHTS**

### **Section A Association Rights**

- Item 1 The Board hereby agrees that every employee shall join or support the Association, within the confines of Article VI, for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Board shall not directly or indirectly discourage, deprive or coerce an employee or the Association in the enjoyment of all rights conferred by the laws and Constitution of the State of Michigan and the Constitution of the United States; and it will not discriminate against an employee because of such employee's membership in the Association and participation in collective negotiations with the Board, or the institution of a grievance, complaint or proceeding under this Agreement or under Act 379 of the Michigan Public Employee's Act of 1965, as amended.
- Item 2 The Association shall be permitted the use of school facilities for regular and special business meetings of the Association and for committee meetings on Association business provided such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and does not incur additional cost to the Board.
- Item 3 Staff bulletin board provided in each building and the inter-school mailing system shall be available to the Association in posting and distributing notices pertinent to Association business. A copy of any notice shall be forwarded to the Board upon request.
- Item 4 The Board shall furnish the Association, in response to reasonable requests, information available concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process a grievance or complaint.
- Item 5 In addition to the release time provided to the President, the Association shall be granted a maximum of twenty five (25) days of release time without loss of pay for officers, delegates, committee chairpersons, and/or members to take part in business which pertains to the Association. The Association shall submit appropriate forms for the release time other than that provided to the President. No employee, excluding the president or a member serving the state or national association in a leadership role, shall be granted release time for more than five (5) days per school year. The District, the Association and the employee shall develop plans to minimize any possible interruption of work responsibilities. Time in addition to the aforementioned days maybe worked out for members serving the National or State Association in leadership roles.

- Item 6 The Board recognizes the right of its employees through the Association to appropriately invoke the assistance of the State Labor Mediation Board, or a Mediator from such public agency, or an Arbitrator appointed pursuant to the provisions of the Agreement.
- Item 7 The Association president shall be permitted to adjust the workday and work week to conduct Association business providing the regular job responsibilities are met. Work schedule adjustments shall be by agreement between the Association president and the immediate supervisor.
- Item 8 Employees shall be excused once each month at 4:00 P.M. to attend a meeting of the Association general membership. Employees shall not change their work schedule on the day of the Association meeting.

### **Section B Employee Rights**

- Item 1 Employees shall not be prevented from wearing insignia, pins or other identification of Association membership.
- Item 2 The provisions of this Agreement, including wages, hours of employment and conditions of employment shall be applied without regard to race, color, religion, national origin, sex, age, handicap and marital status.
- Item 3 Employees shall have the right, upon request, to review the contents of their personnel files. Reviews shall be scheduled by appointment with the appropriate Personnel Director who shall be present during the review. A representative of the Association may, at the employee's request, be present for this review. Access to personnel files shall only be authorized by the appropriate Personnel Director who shall be present during the review. The file shall contain the following items of information, if applicable:
  - 3.1 Application for employment or transfer
  - 3.2 Record of skill tests taken
  - 3.3 Payroll Authorization forms
  - 3.4 Probationary and continuing performance evaluations
  - 3.5 Other information of which the employee has been made aware
- Item 4 The Board shall provide employees with the appropriate equipment and physical environment conducive to adequately perform the duties and responsibilities of the position in an efficient manner. The Board will make every effort to create an environment and provide the necessary equipment to make all employees as comfortable as possible.
- Item 5 No disciplinary action shall be taken against a member of the bargaining unit unless a representative of the PESA or the MEA has been notified either orally, or in writing. Employees who are complained against shall be entitled to a meeting with their supervisor and the complainant at the request of the employee. An employee may request Association representation at this meeting.

- Item 6 Employees will not be required to administer to students more than emergency first aid. Employees shall not administer medication to students, other than prescribed oral medication.
- Item 7 The District agrees to indemnify bargaining unit members against any damages, fines, legal fees, or other costs that may result as a consequence of following District policy in administering prescribed oral medication according to the guidelines established by the District's Risk Management Insurance Carrier.
- Item 8 An employee who believes their mental or physical health is adversely affected in an assignment can request, and shall be granted a hearing with their immediate supervisor's supervisor. The hearing shall be held and a reply indicating action to be taken shall be given within three (3) workdays of said request. The assistance of a mutually agreeable third party can be requested to expedite a solution. Appeals of decisions made at this Level may be made to the Assistant Superintendent Personnel and Labor Relations.

### **Section C Payroll Deductions**

- Item 1 Upon written authorization from the employee, the district shall deduct from the wages of any employee and make appropriate remittance for the following:
  - 1.1 Supplementary riders and option programs made available with the District's health and hospitalization plans.
  - 1.2 North Oakland Community Credit Union
  - 1.3 United States Savings Bonds
  - 1.4 Pontiac Area United Way
  - 1.5 Tax sheltered annuities as permitted by the current rules and regulations of the Internal Revenue Service.
  - 1.6 Association dues or service fee
  - 1.7 Other jointly approved programs and financial institutions. The Board will agree to include Comerica Bank and Michigan National Bank if they are technically compatible, and there will be no cost to the District.
- Item 2 An employee may elect to receive pay bi-weekly on a 26-pay basis. Such election shall be made between April 1 and April 30 of the school year preceding implementation and shall continue from year to year unless changed by the employee. Changes to the election for the next school year shall only be made between April 1 and April 30. In a fiscal year when there are 27-pay Fridays, the bi-weekly 26-pay schedule shall be 27 pays.

### **Section D Agreement Distribution**

- Item 1 Copies of this Agreement shall be printed at the expense of the Board and presented to employees covered by this Agreement within ninety (90) days of ratification by the parties. New employees shall receive a copy of this Agreement upon employment.



### **Section E Job Description Committee**

- Item 1 The Job Description committee shall be responsible for the review of the content of all job descriptions for new secretarial positions, or changes in job descriptions.
- Item 2 The committee shall be comprised of two (2) members from the Association appointed by the Association President and two (2) Administrators representing the Human Resources department.
- Item 3 The Job Description Committee shall make its recommendation on a job descriptions' content to Human Resources in writing. Human Resources shall respond to the Committee's recommendation within ten (10) workdays after the day it is received. The decision of Human Resources shall be implemented within twenty (20) workdays. In the event Human Resources does not agree with the committee's recommendation, it shall be subject to State Mediation.
- Item 4 Release time for the Association representatives to the Committee shall be granted for the purpose of attending meetings to discharge the responsibility of this committee.

### **Section F Negotiation Committee**

- Item 1 The Association shall be granted release time not to exceed twenty (20) days, a total of one hundred sixty (160) work hours, to enable the Association's Negotiating Committee to participate in scheduled negotiation sessions with the Board during regular work hours. Beginning on the 21st day, release time shall be scheduled on an alternating basis.
- Item 2 The Board shall make every effort, within its financial limitations and considerations of educational needs of the District, to reach a wage and economic benefits schedule that will place employees in the upper ten (10) percent of the school district's minimum and maximum schedules in Oakland County.

### **Section G Site-Based Decision Making**

- Item 1 Site-Based Decision Making (SBDM) is a joint planning and problem solving process that seeks to improve the quality of life in the school and work-site. It is a process through which those individuals responsible for the implementation of a decision at the building level are actively and effectively involved in making the decision. Association members will be invited and encouraged to participate in this process.

## **ARTICLE 8 PROBATION-SENIORITY-EVALUATION**

### **Section A Probation**

- Item 1 The first six (6) months for a new employee shall be a probationary period. A probationary employee shall have no security status in the classification and may be discharged any time during the probationary period, if, in the opinion of the Board, performance is not satisfactory.
- Item 2 A less than fifty-two (52) week employee hired within the last four (4) months before the end of the employee's work year shall fulfill the remainder of the probationary period after the start of the employee's new work year.

## **Section B Seniority**

- Item 1 An employee continued in employment for more than six (6) months shall have seniority rights. Seniority shall be computed from the date of employment as a secretarial employee.
- Item 2 If two or more employees have the same employment date seniority shall be determined by the last four (4) digits of their social security number, which is considered as a whole number. The employee with the highest number will be considered the most senior. (e.g. 8765 is higher than 5678)
- Item 3 An employee with continuous service shall have seniority rights over an employee with interrupted service if both have the same seniority date.
- Item 4 The District shall maintain a seniority list of employees starting with the longest time of service in the bargaining unit. This list shall be made available to the Association upon request and will be given to the Association by July 15 annually for those employees actively employed on July 1.
- Item 5 An employee's seniority shall terminate if the employee quits, retires, is laid off for a continuous period of two (2) years, or is discharged.
- Item 6 A former employee returning to the bargaining unit as a result of a job posting shall be granted all benefits and rights granted within this Agreement except that time outside the bargaining unit shall not be counted in the provision of seniority for transfer, promotion and layoff purposes.

## **Section C Evaluation**

- Item 1 Probationary Employee
  - 1.1 At least one (1) informal evaluation conference shall be held by the immediate Supervisor with the employee before the completion of the six (6) month probationary period. At the end of the sixth month, a written evaluation signed by the immediate Supervisor and the employee shall be filed in the employee's personnel file in the Personnel Office.
  - 1.2 The employee's immediate Supervisor may request an evaluation at any time it is deemed appropriate.
- Item 2 Non-Probationary Employee
  - 2.1 An employee who has completed the six (6) month probationary period may be evaluated annually but at a minimum shall receive a written evaluation every third year after the initial annual evaluation providing the employee remains in the same position and with the same supervisor. An initial annual evaluation shall be required when there is a change of position or supervisor. One (1) copy of the evaluation shall be given to the employee and one (1) copy shall be placed in the employee's personnel file in the Personnel Office. The District pledges to enforce this policy with respect to all PESA members.
  - 2.2 The employee's immediate Supervisor may request an evaluation at any time but not more frequently than once every eighty (80) work days.

- 2.3 In the event deficiencies in performance are observed, the administrator shall provide written notice of the specific deficiencies to the employee and shall discuss the deficiencies with the employee. The employee shall be involved in the development and implementation of plans of improvement. A written statement shall be provided to the employee identifying specific ways to improve and the assistance to be made available by the administrator. Reasonable time shall be allowed to accomplish the necessary improvements.
- 2.4 The Association and District agree to establish a committee consisting of up to three (3) Association representatives and three (3) District representatives to recommend a new evaluation instrument to be implemented by January 1, 2013.

## **ARTICLE 9 WORKDAY**

### **Section A Hours of Employment**

- Item 1 The normal workday shall consist of eight (8) hours, Monday through Friday, excluding a lunch period, during the school year beginning with the first day for students in the regular K-12 calendar and ending on the last day of the regular school year. The normal workday shall consist of seven (7) hours, Monday through Friday, exclusive of a lunch period on non-student days as defined by the regular K-12 calendar effective with the ratification of this Agreement. In addition the following days before holidays are scheduled as seven (7) hour workdays: The last workday before Labor Day, Thanksgiving, Christmas Eve, New Year's Eve, Good Friday, and Memorial Day.
- Item 2 The workday as defined in Item 1 of this Section may be scheduled to meet the special needs and circumstances peculiar to buildings and/or departments. Employees shall report for duty within the organizational pattern of the building and/or department to which they are assigned.
- Item 3 The District will permit the scheduling of flexible daily work hours providing the needs of the assigned office or program are met. Flexible scheduling will permit, by example, an eight (8) hour day excluding an hour or one-half hour lunch period, and adjustment in the starting and ending time of the workday. Flexible daily schedules shall be established between the employees in the assigned office or program and the immediate supervisor.

### **Section B Rest Periods**

Employees shall be entitled to one (1) fifteen (15) minute rest period in the morning and one (1) fifteen (15) minute rest period in the afternoon. Rest periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit as determined by the immediate supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as cumulative if not taken.

**Section C Lunch Period**

- Item 1 Employees shall be entitled to a duty free uninterrupted lunch period of not less than thirty (30) minutes but not to exceed one (1) hour.
- Item 2 The lunch period shall be established by the immediate Supervisor in accordance with the organizational pattern best suited to the particular building and/or department. The employee may not work during a scheduled lunch period on a regular basis with an equal amount of time off later.

**Section D Temporary Work Situation**

- Item 1 Employees shall not be assigned work which may be properly distributed to other personnel except temporarily and for good reason.
- Item 2 Effort shall be made by the Board to provide necessary extra assistance when additional help is requested by the employee's immediate Supervisor.
- Item 3 An employee shall not be required to assume the additional responsibilities of an absent employee's position except during short term emergencies or vacation periods.
- Item 4 The wages of the one (1) employee who is required to temporarily handle the work responsibilities of an absent employee or a vacated position as well as the employee's own responsibilities shall be increased ten percent (10%) starting on the twentieth (20<sup>th</sup>) workday. If the temporary assignment continues more than twenty-six (26) workdays, it shall be retroactive to the first day. This provision shall also apply if the absent employee's work responsibilities are divided between two (2) or more employees, they will split the ten (10%) percent, each receiving an equal percentage.
- Item 5 The District will pay an employee an additional 5% after thirteen (13) workdays for completion of additional work assignments of an absent PESA employee for whom a substitute has been provided.
- Item 6 Positions, as defined in Article III, Item 1, shall not be filled by Clerical Aides nor part-time employees except on a temporary basis not to exceed ten (10) workdays.

**Section E Summer Work Schedule**

The District will permit scheduling 35 hours in a four day week providing the needs of the assigned office or program are met. Short work weeks will be permitted beginning the first week after the regular school year ends and continuing to the week before the first student day in the regular K-12 calendar. The summer work week schedule shall be established between the employees in the assigned office or program and the immediate supervisor.

**Section F Extended School Year**

- Item 1 Secretarial Work Year
  - A. The extended school year position is considered a 46 week position.
  - B. The current site secretary may elect to work the required number of days within the regular work year for elementary secretaries.

- C. The current site secretary may elect to work the extended school year calendar.
- Item 2 If the site secretary elects to work the regular work year for elementary secretaries, a substitute from the bargaining unit will be provided to complete the extended year.
- Item 3 The election by the site secretary to work either the regular or extended work year shall continue from year to year while the site continues an extended school year calendar.

## **ARTICLE 10 ASSIGNMENT-VACANCY**

### **Section A Assignment**

- Item 1 Official assignment of employees shall be made by the appropriate Personnel Director.
- Item 2 An employee assigned to a specific position shall expect to continue in such assignment except when the District can show good cause why the transfer is necessary. The Board and the Association agree there may be a need for an involuntary transfer. The appropriate Personnel Director may transfer an employee provided the employee meets the minimum skills for the new position and provided the transfer does not involve alteration of current salary. Involuntary transfers shall be made only after the appropriate personnel director has discussed the proposed transfer with the employee involved and any objections by the employee given consideration. The employee shall be given ten (10) workdays notice of any involuntary transfer. The employee shall have the right to review by the assistant superintendent responsible for personnel and may have a representative of the association present.
- Item 3 Applicants shall possess the skills and qualifications necessary for the specific job as defined in the job description.
- Item 4 A non-employee including substitutes shall be required to successfully pass skill tests as determined by the job descriptions before being assigned to a position.
- Item 5 A copy of the job description shall be given to each employee and to each new employee when assigned to a position in order to facilitate the performance of duties.
- Item 6 An employee must remain in the assigned work station for one (1) year. Exceptions occur when:
  - A. The employee was awarded a position in a higher classification.
  - B. The employee was recalled to a position other than the position from which the employee was laid off.
  - C. The employee's position was eliminated, but the employee was not laid off.
  - D. The employee accepts a position in the displacement process.
  - E. The Board determines transfer is necessary to fulfill the efficiency of designated operations.

- Item 7 When a more senior employee exercises job rights to a position held by a less senior employee, both may apply for a posted position in less than one (1) year.

## **Section B Vacancy**

- Item 1 A vacancy is a newly created position or a position not currently filled because the employee in the position terminated, was granted a Leave of Absence or was awarded a different position, and the Board has determined that the position will not be eliminated. The Association shall be notified within ten (10) workdays of the day the vacancy occurred of the Board's decision to post or eliminate the vacated position. If the position is not eliminated, the vacated position shall be posted within five (5) workdays from notification. Vacated positions shall be posted for a minimum of five (5) workdays and shall include the current qualifications, skills required, updated job description responsibilities, classification and work year.
- Item 2 Applications shall be submitted in writing. Employees making application shall be interviewed or contacted by the appropriate Personnel Director prior to final selection.
- Item 3 Only employees who have satisfactorily completed the probationary period may apply for a posted position and receive consideration.
- Item 4 A vacancy shall be staffed by a current employee who applies for the position when the employee's qualifications, including training, extent of experience, and demonstrated ability are similar to a non-employee.
- Item 5 In cases where two (2) or more similarly qualified current employees are competing for a vacancy, the one (1) with the most seniority in the bargaining unit shall be appointed.
- Item 6 The decision of the Board shall be final and not subject to the grievance procedure unless the provisions of the Agreement have been violated.
- Item 7 Employees who apply for posted vacancies may be required to pass skill tests specified in the job description for that position, if the skill test has not been previously passed.
- Item 8 The successful applicant shall be notified of the results of the selection process within ten (10) workdays after the close of the posting period.
- Item 9 The successful applicant will assume the responsibilities of the vacancy within ten (10) workdays after notification unless required posting(s) result from the awarding of the position or other circumstances exist. A move that will be delayed more than ten (10) workdays following the posting of a subsequent position shall be reviewed with the transferring employee and the Association. In any event the employee shall receive pay at the new rate beginning the eleventh workday after notification of the award and shall be placed in the new position no later than the morning of the sixteenth (16) workday after the position has been awarded.
- Item 10 Employees shall be placed at their current experience step on the wage schedule when moving to a new position.
- Item 11 Employees not selected for a position shall be notified in writing on the same day as notification to the employee awarded the position.

- Item 12 Vacancies shall be filled in the following order for employees who meet the minimum skill requirements: Current employees, including those who are displaced, in order of seniority; laid off employees in order of seniority.
- Item 13 A temporary position exceeding ninety (90) workdays shall be considered a permanent position and posted as a newly created position.
- Item 14 Except in case of an emergency, no vacancy shall be staffed on a temporary basis until such vacancy has been posted as defined in Item 1 of this Section.
- Item 15 A vacancy that occurs caused by an employee's absence due to illness, disability or Leave of Absence (excluding the reason for either travel or study) shall be staffed on a temporary basis as long as the absence does not exceed six (6) calendar months and the employee indicates intention of returning. If the employee resigns or fails to return within the time limit, the position shall be declared vacant and posted as defined in Item 1 of this Section.
- Item 16 The position of an employee who is absent for five (5) consecutive workdays and who fails to report their absence to the immediate Supervisor shall be considered vacant, the position shall be posted and the employee terminated following the procedures set forth in Article XI, Item 9.
- Item 17 The position of an employee who fails to notify the immediate Supervisor once every ten (10) workdays regarding a continued illness or absence, unless on a Leave of Absence without pay, shall be considered vacant, the position shall be posted and the employee terminated.

## **ARTICLE 11 DISCIPLINE**

- Item 1 The purpose of discipline is to correct inappropriate behavior or performance.
- Item 2 The term "discipline" as used in this agreement includes warnings, oral reprimand, written reprimand, suspension with pay, suspension without pay and dismissal. The employee and the Association shall be notified either orally or in writing by the appropriate Personnel Director of any disciplinary action. When the employer can demonstrate just cause, discipline may begin with any disciplinary action. Records of Disciplinary actions shall be removed from the employee's record after a period of two (2) years of successful work performance.
- Item 3 The Board retains the right to dismiss an employee for insubordination, failure to perform duties properly, neglect of duty or improper conduct after the disciplinary steps in Item 2 have been met. The Board retains the right to discharge an employee immediately in cases where the offense is of sufficient severity to warrant immediate dismissal.
- Item 4 Discipline shall occur if the employee fails to perform the duties required of the position in an acceptable manner, neglects the duties and responsibilities of the position or demonstrates inappropriate behavior.
- Item 5 No employee shall be disciplined without just cause.
- Item 6 An employee shall be entitled to have an Association representative present when being disciplined. Any disciplinary action shall be done in privacy. An employee shall

be notified in advance when a meeting is called for the purpose of investigating or acting on a matter which may result in discipline of the employee.

- Item 7 If reversal of any disciplinary action occurs, the employee shall not be subject to prejudice.
- Item 8 The employee shall be provided written notification at the conclusion of the investigation when the decision is to take no disciplinary action.
- Item 9 A dismissed employee shall be entitled to earned, prorated vacation allowance.
- Item 10 If an employee is absent from work for five (5) consecutive days without prior notice to the Supervisor, the District shall send notice of intent to discipline by certified letter "Addressee Only", to the employee's last known address. A copy of this letter shall be provided at the same time to the Association. The employee's economic benefits shall be continued until the first of the month following final notice of delivery or non-delivery of the certified letter.

### **ARTICLE 12 RESIGNATION**

- Item 1 An employee who wishes to resign shall give written notice to the appropriate Personnel Director at least fourteen (14) calendar days prior to its effect. Whenever possible, the employee shall give more than fourteen (14) days notice to insure orientation and training of the new employee.
- Item 2 An employee who resigns in accordance with the terms of Item 1 of this Article shall, prior to termination of employment, use earned vacation days and vacation days earned for the current year or shall receive pay at the effective resignation date for unused earned vacation days and vacation days earned for the current year. The appropriate Personnel Director shall determine which option shall be exercised in terms of the needs of the District.
- Item 3 See also Article XX, Section K of this Agreement.

### **ARTICLE 13 HEALTH REQUIREMENTS**

- Item 1 In the event personal illness, injury or disability could affect the employee's ability to perform assigned responsibilities, the Board may require a physician's certification that the employee is able to perform assigned responsibilities. The Board may require the employee to see a physician to verify the health condition. All examinations shall be performed by a physician approved by the Board and the employee. The employee may dispute the diagnosis and obtain a second opinion by an independent physician. If the diagnoses of the physicians are not in agreement, a mutually acceptable third physician will be utilized to determine the health condition. Required physical examinations shall be at the expense of the Board.
- Item 2 In the interest of protecting children and other employees, the Board may require a physical examination of an employee at any time. Required physical examinations shall be at the expense of the Board.



## **ARTICLE 14 RECLASSIFICATION**

- Item 1 A reclassification is a change in the employee's present job classification.
- 1.1 Effective upon ratification of the 2004-2007 Master Agreement, re-classifications shall be suspended for the duration of the 2004-2007 Master Agreement, except for the positions currently under consideration for reclassification in the 2004-2005 school year, which are listed below:
- Payroll - 1
  - Athletic - 2
  - Bilingual - 1
  - Bookstore - 2
  - Accounts Payable - 1
  - Special Education - 2
  - Student Services - 1
  - Research & Evaluation - 1
  - McCarroll - 1
- Item 2 Effective July 1, 1989, the secretarial job evaluation/classification study of September, 1987 shall be adopted to establish the job classification for existing positions and as the structure to review job classifications for the duration of this Agreement.
- Item 3 A job classification committee composed of three secretaries and two administrators shall be established for the purpose of conducting the job classification review, including receiving the questionnaire, conducting necessary on-site interviews, and finalizing information necessary to effectuate the job classification plan. Decisions of this committee must be supported by at least four (4) votes.
- Item 4 Reclassification requests may be made only by employees who have worked in their current positions for more than six (6) months.
- Item 5 When an employee believes that the duties and responsibilities of a position have substantially changed, the employee may initiate a job classification review by making a written request to the appropriate Personnel Director and the Association. The employee must complete the secretarial position analysis questionnaire available from either the Association or the personnel office as part of the review.
- Item 6 The committee shall meet with the appropriate Personnel Director within ten (10) workdays of receipt of the questionnaire by the personnel office. If, after meeting, the committee agrees that additional information is needed the timeline may be mutually extended for no more than thirty (30) workdays. The committee may request the assistance of a neutral mutually selected by the parties to serve for the duration of this Agreement.
- Item 7 The findings of the Job Classification committee shall be received and approved by the appropriate Personnel Director within ten (10) workdays.
- Item 8 Classification adjustments as the result of the job classification review shall be retroactive to the date the classification review request was received by the personnel office.
- Item 9 Approved job classification upgrades shall be referred to the job description committee.

- Item 10 Release time for Association Representatives to the committee to conduct on-site audits shall be granted in addition to the Association release time granted elsewhere in this Agreement.

## **ARTICLE 15 STAFF REDUCTION AND RECALL**

### **Section A Staff Reduction**

- Item 1 Reductions in the work force that are deemed necessary by the Board shall be discussed with the Association's Negotiating Committee.
- Item 2 No employee shall be laid off pursuant to a necessary reduction in personnel unless given written notification of said action at least thirty (30) calendar days before such action is to take place.
- Item 3 If there are employees to be laid off, the necessary numbers of probationary employees shall be immediately laid off. If there are no probationary employees, the necessary number of least senior employees shall be laid off in reverse order of seniority.
- Item 4 If an employee has notified the Board of intent to return from leave of absence but no vacancy exists, the employee shall be treated as any other employee based on seniority, and the Board may effect a layoff as provided in Sections (1), (2) and (3) above. With the exception of return from leave due to illness-self, the District may provide a position or require the employee to complete the leave.
- Item 5 An employee will be presumed to have voluntarily terminated employment with the District when, following a layoff for a lack of work or funds, the employee fails or refuses to notify the District of his/her intention to return to work within three (3) work days after receipt of written notice to return, or having notified the District of his/her intent to return, fails to do so within five (5) calendar days after receipt of such notice, or upon the day established for the employee's return, whichever is later. If the District is unable to deliver notice of recall because the employee has failed to maintain a current address with the District, the employee will be presumed to have voluntarily terminated employment with the District.

### **Section B Displacement**

- Item 1 In the following instances, an employee is considered displaced: A position is eliminated but the employee is not laid off: a more senior employee exercises job rights to a position held by a less senior employee: an employee returns from leave or is recalled from layoff to a different classification or work year.
- Item 2 No employee may be hired new to the district when a displaced employee meets the minimum skill requirements specified in the job description and accepts the position.
- Item 3 A displaced employee who meets the minimum skill requirements in the job description shall first be placed in a vacant position in the same job classification and same work year. If no such position exists, the employee may elect placement as provided in Sections 4, 5 or 6 below.
- Item 4 A displaced employee who meets the minimum skill requirements in the job description may exercise seniority rights as follows:

- 4.1 The employee may claim seniority over a less senior employee who is also the least senior employee in the same job classification and work year.
  - 4.2 If there is not a less senior employee in the same job classification the employee may claim seniority in the succeeding lower classifications over a less senior employee who is also least senior in that classification.
  - 4.3 When there are no employees laid off or to be laid off the employee shall have the right to decline placement to the least senior position and to elect placement as an "unassigned" secretary as provided in Item 5.
- Item 5 When there are no employees laid off or to be laid off, the Board shall provide the employee whose position is eliminated but who is not laid off, or the employee displaced by a more senior employee exercising job rights, the opportunity to work in a position of "unassigned" secretary for no more than a twelve (12) month period. Also eligible for such a position will be employees who have notified the Board that they wish to return upon expiration of leave but for whom no vacancy exists. There shall be one (1) "unassigned" secretarial position created for each such employee. The board is not required to offer or continue the position of "unassigned" secretary when there are employees laid off or to be laid off. Such position shall include all rights under this Agreement. The rate of pay shall continue at the classification of the employee prior to placement as an "unassigned" secretary. At the end of twelve (12) months the employee may accept a vacant position in a lower classification with the same or different work year at the scheduled rate of pay, apply for a unpaid leave of absence, if eligible, or be treated as a voluntary termination.
- Item 6 When there are employees laid off or to be laid off, a displaced employee may elect to accept a vacant position in a different classification with the same or different work year. The rate of pay shall be at the rate of the classification of the elected position. The employee must accept return to the first position available in the job classification and work year from which displaced.
- Item 7 A displaced employee shall retain all contractual rights to apply for vacant positions. Displaced employees will not be required to remain in the position for a one-year period to be eligible for transfer.
- Item 8 If there are two (2) or more employees displaced, return to position shall be offered to the most senior employee first. The phrase "return to position" means return to original classification and original work year.
- Item 9 For purposes of this Section only:
- 9.1 All positions of 44 or less weeks shall be considered the same work year.
  - 9.2 All positions of 45 through 48 weeks shall be considered the same work year.
  - 9.3 All positions of 49 through 52 weeks shall be considered the same work year.
- Item 10 Employees are no longer displaced when they: Elect placement to a position in the same classification and work year from which displaced; decline placement to an available position in the same classification and work year from which displaced; are the successful applicant for a vacant position in any classification and work year.

## **Section C Recall**

- Item 1 A laid off employee shall be placed on a list for a period of two (2) years and recalled in the reverse order of layoff. The most senior laid off employee shall be recalled to the first vacancy in the bargaining unit. The laid off employee shall be considered unassigned until placed in the first posted vacancy for which current employees do not make written application, or for which no current employee possesses the minimum skill requirements specified in the posted job description. The laid off employee must meet the minimum skill requirements specified in the posted job description for permanent placement in a position. No new employee shall be hired for a position until all employees on the recall list who meet the skill requirements specified in the job description are offered the position.
- Item 2 Refusal to accept recall to a position within the same classification and work year shall be considered a voluntary termination. An employee may refuse to accept recall to a position in a classification lower than the classification held at the time of layoff or a position with a different work year but shall not remain on the recall list for more than two (2) years.
- Item 3 While unassigned, the recalled employee shall receive pay at the same rate as when laid off, and all current benefits.
- Item 4 Employees recalled shall be reinstated with their seniority, personal accumulated sick leave and experience level credit at the time of the layoff.
- Item 5 Recall shall be by written certified mail, return receipt requested to the employee's last known address on file with the Board and shall require that the employee report for work within five (5) workdays after the date of delivery or proof of non-delivery.

## **ARTICLE 16 GRIEVANCE PROCEDURE**

A grievance shall mean a complaint by an employee or group of employees based on an alleged violation of one (1) or more of the expressed provisions of this Agreement.

### **Item 1 Informal Level**

The matter shall be discussed informally with the immediate Supervisor within five (5) workdays from the time of the incident concerning the employee.

### **Item 2 Level One**

If the employee is not satisfied at the Informal Level, a written grievance shall be presented on the appropriate grievance form within five (5) workdays of the Informal Level discussion to the immediate Supervisor who shall arrange a hearing within four (4) work days of receipt of the Grievance. The employee may request and have an Association Grievance Committee representative(s) present. The immediate Supervisor shall provide the employee and the Association with a decision within three (3) workdays after the hearing. In the event the grievance is related to a matter over which the employee's immediate supervisor has no control, the grievance may begin at Level Two.

Item 3 **Level Two**

If the Association is not satisfied at Level One, the written grievance shall be presented to the appropriate Personnel Director within five (5) workdays of the Level One response. The Personnel Director shall arrange a hearing within four (4) workdays. The employee may request and have an Association Grievance Committee representative(s) present. A written decision shall be presented to the employee and the Association within three (3) workdays after the hearing.

Item 4 **Level Three**

If the Association is not satisfied at Level Two, the written grievance shall be presented to the appropriate Board Representative within five (5) workdays of the Level Two response. The appropriate Board Representative shall arrange a hearing with the employee and Association Grievance Committee representative(s) within four (4) workdays. A written decision shall be presented to the employee and the Association within three (3) workdays after the hearing.

Item 5 **Level Four**

If the Association is not satisfied at Level Three the Association may within ten (10) workdays submit the matter to arbitration. The Board's representative and the Association's representative shall mutually select the Arbitrator within ten (10) workdays of the arbitration request by the Association. If the parties cannot agree, the Arbitrator shall be selected by the American Arbitration Association in accordance with its rules. The only evidence or arguments which may be presented at the arbitration hearing are those which were used in the previous steps of the grievance procedure.

The Arbitrator's powers stem from this Agreement. The Arbitrator's function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall have any authority to make any decisions which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the Board, the Association and the employee.

The costs of the Arbitrator's services, including expenses, if any, shall be borne equally by the Association and the Board.

Item 6 A grievance may be withdrawn at any time without prejudice.

Item 7 No reprisals shall be made against the aggrieved person or the Association representative(s).

Item 8 The time limits provided in this Article shall be workdays and shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed late in the year and strict adherence to the time limits may result in hardship to any party, 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.

Item 9 Upon certification by the Association, the Board shall recognize an Association Grievance Committee of not more than five (5) members.

Item 10 Personal complaints of employees may be discussed individually with the Supervisor without recourse to the grievance procedure. An individual employee, a group of employees or the Association shall be guaranteed the right to appeal through administrative channels and to the Board any claimed violation, misinterpretation or misapplication of Board policy or administrative procedures which are not applicable for the grievance procedures of this Agreement.

**ARTICLE 17 STRIKE PROHIBITION**

The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947, of Michigan, as amended, by public employees are contrary to law and public policy. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage or support any strike against the Board by any employee in the District.

**ARTICLE 18 PAID LEAVE**

**Section A Sick Leave**

Item 1 Employees shall be entitled to the following sick leave allocation per year:

<b>Sick Leave</b>		<b>Sick Leave</b>	
<b>Weeks</b>	<b>Days</b>	<b>Weeks</b>	<b>Days</b>
42	7.5	48	9.0
43	7.8	51	9.8
44	8.0	52	10.0
46	8.5		

Item 2 In case of certified illness, employees shall use sick leave days for the following reasons:

- 2.1 Personal illness, injury or disability.
- 2.2 Serious illness, injury or disability in the immediate family (mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild).
- 2.3 Serious illness, injury or disability in the immediate household of the employee if it is necessary for the employee to attend to the needs of the individual who is ill.
- 2.4 Death in the family. (See Section B, Item 2.1 of the Article)

Item 3 The unused portion of the annual sick leave shall accumulate without limit and shall include previous years' unused sick leave days.

Item 4 Each employee's "bank" of accumulated sick leave shall be credited with sick leave entitlement for the entire work year at the beginning of each work year. In the event the employee is terminated for any reason during the work year, an adjustment shall be made in the employee's final check for sick leave usage already paid but not actually earned.

- Item 5 An employee absent due to an injury received on the job or in the line of duty shall have time deducted from the accumulated sick leave days at the rate of one-half (1/2) day for each day absent. An employee injured on the job or in the line of duty and approved to receive Worker's Disability Compensation wages (starting after an absence of seven (7) workdays) shall have time deducted from the accumulated sick leave days at the rate of one-half (1/2) day for each day approved to receive Compensation wages. The total income received from Worker's Disability Compensation and the Board sick leave payments shall not exceed the employee's regular wages.
- Item 6 All sick leave accumulated by an employee shall be forfeited if the employee resigns or is dismissed except in cases where the employee qualifies for reimbursement on termination, as provided in Article XX of Section K.

### **Section B Approved Leave Days**

- Item 1 Approved leave means an activity that requires an employee's presence during work hours and is of such nature that it cannot be attended to at a time other than during the regularly scheduled workday. Employees may use three (3) days annually, deducted from their accumulated sick leave days, as Approved Leave days. Unused Approved Leave days shall not accumulate from year to year. These days must be applied for on appropriate Personnel Office forms and be approved by a Personnel Officer one (1) week in advance, if possible.
- Item 2 Approved Leave days may be used for the following reasons:
- 2.1 Funeral other than those defined in this Article, Section A, Items 2.2 and 2.3.
  - 2.2 Religious holidays, which require absence from work.
  - 2.3 Transaction of legal business.
  - 2.4 Emergency or casualty, which requires the presence of the employee.
  - 2.5 Court appearance when the employee is required to attend proceedings.
  - 2.6 Registration for approved courses by an employee or an employee's child, which requires the presence of the employee.
  - 2.7 Reasons other than those specified above and approved by a Personnel officer.
  - 2.8 Wedding of self or immediate family member.
- Item 3 The records of all approved or denied requests for Approved Leave shall be maintained by a Personnel officer.
- Item 4 Employees may elect to use two (2) of the approved leave days as personal leave days. The day shall be deducted from accumulated leave days. Notification of the use of a personal leave day shall be made one (1) week in advance, unless an unforeseen emergency situation occurs. Personal leave shall be granted unless a serious school problem will result from the granting of the request. These days shall not be used to extend vacations or off periods.

### **Section C Sick Leave Bank**

- Item 1 Employees must have completed two (2) years of active service before becoming eligible for sick bank usage.
- Item 2 Employees who have exhausted their own sick leave days and have been absent for five (5) consecutive days without pay may, upon approval, use sick leave days from a Sick Leave Bank provided by the Board equal to 1/4<sup>th</sup> of the accumulated leave total for all secretaries in the bargaining unit.
  - 2.1 The determination of the number of days in the sick bank will be made annually on July 1.
  - 2.2 There will be no carry over for unused days in the sick leave bank.
  - 2.3 If the sick leave bank days are exhausted, the personal sick leave days of each member of the bargaining unit will be reduced by an amount sufficient to cover the usage.
- Item 3 The Sick Leave Bank is for prolonged illness, injury or disability of the employee and shall terminate at the time the employee is eligible for Long Term Disability benefits.
- Item 4 The employee must apply through the Association to receive Sick Leave Bank Forms.
- Item 5 The employee must submit Sick Leave Forms, including medical verification to the Board. Medical verification shall be required on a monthly basis thereafter. The Board may require that the employee's disability be confirmed by the Board's physician.
- Item 6 Employees are eligible to draw upon the Bank only during the time they are covered by this Agreement.

### **Section D Jury Duty**

An employee called or subpoenaed for jury duty shall be paid by the board the difference between the rate of jury pay and regular pay for the time required by law to serve. Employees called for jury duty shall suffer no loss of sick leave days.

### **Section E Emergency Closing of Schools**

- Item 1 When schools are closed due to inclement weather or an emergency, and employees are notified by the Superintendent or designee not to report to work, or are sent home early; there shall be no loss of pay or deductions from paid leave banks.
- Item 2 If the district is required to make up a day(s) that school was closed in order to receive full state aid, the employee will work the re-scheduled day at no extra compensation, as the employee has already been compensated as referenced above in Item 1.
- Item 3 If employees are requested to work by their Immediate Supervisor (through the authority of the Superintendent or designee), because of special circumstances (i.e., payroll, copy center-special projects, athletics, etc), they will receive additional compensation at their normal rate of pay or an equal amount of compensatory time with the approval of the Superintendent or designee.



## **ARTICLE 19 LEAVE OF ABSENCE WITHOUT PAY**

### **Section A Illness – Self or Family**

Item 1 A Leave of Absence without pay may be requested if an employee has at least one (1) full year of seniority for the following reasons.

1.1 Certified personal illness, injury or disability.

1.1.1 To apply for such a leave, a request shall be presented in writing to the Personnel Department accompanied by proof of personal illness, injury or disability which has been certified by the employee's physician. The Board may require the employee to see a physician to verify the health condition. All examinations shall be performed by a physician approved by the Board and employee. If the diagnoses of physicians are not in agreement, a mutually acceptable third physician shall be utilized to determine the health condition. Required physical examinations shall be at the expense of the Board.

1.1.2 To return from such leave, the employee shall immediately notify the Board in writing of the termination of the illness, disability or injury, indicate the anticipated return to work date, and provide a physician's certification of ability to perform assigned responsibilities. The Board may require the employee to see a physician to verify the health condition. All examinations shall be performed by a physician approved by the Board and employee. If the diagnoses of the physicians are not in agreement, a mutually acceptable third physician will be utilized to determine the health condition. Required physical examinations shall be at the expense of the Board.

1.2 Serious illness, injury, disability or death in the immediate family (mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, or grandchild) or household of the employee.

1.2.1 To apply for such leave a written request shall be presented to the Personnel Department accompanied by proof of illness, injury, disability or death by an appropriate authority to certify the necessity for the employee to attend to family needs.

1.2.2 To return from such leave, the employee shall immediately notify the Board in writing that the leave reason or condition no longer exists and indicate the anticipated return to work date.

Item 2 The length of a leave of absence for illness self or family shall be determined by the seniority of the employee as specified in this item.

2.1 For employees who have at least two (2) years of seniority, a leave of absence without pay may be granted for up to one (1) year and shall be renewable annually to a maximum of three (3) years.

2.2 For employees who have at least one (1) year of seniority, a leave of absence without pay may be granted for up to a maximum of six (6) months.

- Item 3 An employee who qualifies for a leave of absence shall submit a written request, accompanied by appropriate documentation to the Personnel Department no later than thirty (30) calendar days after the expiration of sick days, or the last day of work, as appropriate. During this thirty (30) day period, the employee's position and all benefits, less salary related thereto, will remain in full force and effect provided the employee:
- 3.1 Provides a physician's statement certifying the illness, injury or condition and anticipated return to work date no later than seven (7) calendar days after expiration of sick bank or last day of work, as appropriate;
  - 3.2 Makes a reasonable effort to keep the immediate supervisor informed of the most likely date of return to work by telephone calls made no less frequently than one per week.
  - 3.3 If an employee fails to make such reasonable effort and there are no mitigating circumstances related to the absence or the employee fails to report for duty or to apply for a leave of absence prior to the expiration of the thirty (30) calendar day period, such failure shall be considered a voluntary termination.
  - 3.4 The thirty (30) calendar day grace period shall not apply to employees who qualify for use of the Association sick leave bank.
- Item 4 An employee who has completed the four month probationary period but has less than one (1) year seniority shall be allowed the benefit of a thirty (30) day grace period described in Article XIX, Section A, Item 3, subject to the same limitations presented in that item.
- Item 5 If the employee anticipates inability to return after the expiration of the leave of absence, an extension shall be requested at least thirty (30) calendar days prior to the expiration of the initial leave of absence. This extension, if granted by the Board, shall not become effective until the expiration of the initial leave of absence.
- Item 6 Board paid fringe benefits shall not be provided employees on leaves of absence starting with the first premium date following the effective date of the leave. Group programs will be made available at employee cost within the terms and provisions allowed by the insurance carriers.
- 6.1 Board paid fringe benefits shall be resumed on the first premium date following the effective date of return to full employment.
- Item 7 Seniority shall be broken and employment terminated if:
- 7.1 Leave of absence procedures are not followed:
  - 7.2 A written request and appropriate certification for leave renewal are not provided annually to the Personnel Department:
  - 7.3 The employee fails to notify the Board when the reason or condition for which the leave of absence was requested no longer exists.
- Item 8 A vacancy that occurs as a result of an employee on a leave of absence without pay under the terms of this section shall be staffed according to the provisions of Article X, Section B, Item 15. After five (5) calendar months, a specific position cannot be guaranteed on return from a leave of absence but reasonable effort will be made to

return the employee to the original position or one commensurate with the training and experience of the employee as soon as a position becomes available.

## **Section B Other Leaves**

Item 1 A leave of absence without pay may be requested for the following reasons, if an employee has at least two (2) full years of seniority.

### 1.1 Family responsibility

1.1.1 The employee shall submit a statement and appropriate documentation indicating the responsibility, which requires the presence of the employee in the home.

### 1.2 Study

1.2.1 The employee shall submit a statement describing the program of study which will be pursued at least thirty (30) calendar days in advance to the Personnel Department for approval.

### 1.3 Travel

1.3.1 The employee shall submit travel plans at least thirty (30) calendar days in advance to the Personnel Department for approval.

### 1.4 Career Option

1.4.1 With at least a thirty (30) calendar day advance notice to the personnel department, a career option leave shall be granted for up to two (2) years to explore a career option outside the secretarial field and for up to one (1) year to explore an option within the secretarial field including education. Such leave shall expire at the close of the school year in June and the employee shall provide notice by May 15 of the then current year, of resignation, intent to return or renew the leave, if applicable. Returning employees shall be expected to return for their first scheduled workday in the new fiscal year.

Item 2 Leaves of absence shall be granted for up to one (1) year and shall be renewable annually to a maximum of two (2) years.

2.1 Requests by an employee currently on leave for a subsequent leave of a different type shall be considered in the same manner as an extension. No combination of leaves of different types shall exceed the two (2) year maximum specified in this section.

2.2 A request for renewal or extension of a leave of absence must be submitted in writing to an officer in the Personnel Department at least thirty (30) calendar days prior to the expiration of the current leave.

Item 3 Board paid fringe benefits shall not be provided employees on approved leaves of absence starting with the first premium date following the effective date of the leave. Group premiums will be made available at employee cost within the terms and provisions allowed by insurance carriers.

3.1 Board paid fringe benefits shall be resumed on the first premium date following the effective date of return to full employment.

Item 4 Seniority shall be broken and employment terminated if:

4.1 Leave of absence procedures are not followed;

4.2 A written request and appropriate certification for leave renewal are not provided annually to the Personnel Department;

4.3 The employee fails to notify the Board when the reason or condition for which the leave of absence was requested no longer exists.

Item 5 Upon return from leave, when there are employees laid off or to be laid off then the provisions of Article XV, Section B shall apply.

Item 6 A specific position cannot be guaranteed on return from a leave of absence (except as defined in Article X, Section B, Item 15). The employee may apply for all posted vacancies but must apply for posted vacancies in their classification and within two (2) weeks of their work year. Positions will be awarded according to Article X, Section B, Item 12.

6.1 Until the employee applies for and is awarded another permanent position, the employee may choose one of the following options.

6.1.1 The employee may substitute on a fifty-two (52) week basis and be paid at the original classification with full benefits.

6.1.2 The employee may extend the leave of absence for a period up to an additional six (6) months, during which time the employee will be informed of position postings. At the end of six (6) months, the employee must return under the conditions listed in this item, excluding further extension of the leave, or terminate employment.

Item 7 If an employee desires to return to employment before the expiration of a leave of absence, a specific position cannot be guaranteed but reasonable effort will be made to return the employee to a position.

## **ARTICLE 20 ECONOMIC BENEFITS**

### **Section A Health Benefits**

Item 1 Effective August 1, 2012 (if MESSA cannot implement by August 1, 2012, the effective date will be September 1, 2012), the Board shall provide to the eligible PESA members the choice of either the health insurance of MESSA Choices 2 \$500/\$1,000 - \$10 OV with a \$10/\$20 RX or members can elect MESSA ABC HSA plan Option 1. The district shall be responsible for the payment of the premium in compliance with the hard cap per Public Act 152.

The following hard cap amounts for the 2012-2013 school year are listed below:

\$5,500 for Single Subscribers

\$11,000 for Self and Spouse Subscribers

\$15,000 for Self and Child and Family Subscribers

The remaining cost for the employee's elected medical plan premiums shall be paid by the employee. Any amounts for the Pak will be deducted out of the premium. Contributions shall be made through payroll deduction, over 22 pay periods, on a pre-taxed basis.

- 1.1 The District will create a one time insurance drug card pool of \$30,000.00. Each employee upon submitting proof of payment of co-pay will receive 1/2 of their cost returned to them either \$5.00 or \$10.00 per prescription. The District will present to the Association quarterly reports on this pool of money.

MESSA will provide open enrollment period the last two (2) weeks of May.

The benefits shall be implemented consistent with the carrier's rules and regulations by the first of the month following enrollment for new applicants.

- 1.2 Benefits shall allow for Sponsored Dependent Rider(s), which shall be at the employee's expense.
- 1.3 Employees hired on or after February 1, 1983 shall become eligible for benefits on the first day worked, except for those employees becoming eligible during an open enrollment period. Their benefits will begin with the first day of the month following the enrollment period.

- 1.3.1 If the employee is absent from work on the date benefits would otherwise become effective, the effective date of coverage for benefits will be deferred to the first day the employee is actively at work.

- Item 2 The health benefit policy provided by the Board shall coordinate benefits with all other plans insuring the employees and their families, group as well as individual contracts.
- Item 3 The Board guarantees that health benefits available to employees during the term of this agreement shall be those negotiated and specified in Item 1.1 above.
- Item 4 If employees must change their status from active employees for any reason, they may apply for continuation of the health insurance directly with the carrier. The costs of continuation shall be at the employee's expense.

### **Section B Health Insurance Option**

- Item 1 Employees not selecting the health benefit will receive \$125.00 monthly for a tax sheltered annuity of their choice.

### **Section C Dental Benefits**

- Item 1 The Board shall pay, for those employees who apply, dental benefits of up to full family coverage that provide one hundred (100%) percent payment of diagnostic services (excluding radiographs), preventive services, and emergency palliative services, ninety (90) percent radiographs and remainder of basic services; ninety (90) percent payment of prosthodontic service and ninety (90) percent of orthodontic services for dependent children to age (19). Basic dental and prosthodontic service

shall have an individual maximum of \$1,500 per year and orthodontic service shall have a lifetime individual maximum of \$1,500.

- Item 2 The dental plan shall provide for both internal and external coordination of benefits and shall be implemented in accordance with the rules and regulations of the provider.

#### **Section D Life Insurance**

- Item 1 Upon submission of written application, the Board shall provide to employees term life insurance protection in the amount of \$50,000 that shall be paid to the employee's designated beneficiary. The term life insurance program shall also provide for double indemnity in the event of accidental death and dismemberment. The duration and level of benefits will be in accordance with ADEA guidelines.
- Item 2 To become eligible for the term life benefit, employees must be at work and able to perform all required duties on the day the benefit becomes effective.
- Item 3 Employees who have board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Employees electing the right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.
- Item 4 The term life insurance program shall be provided within the underwriting rules and regulations as set forth by the carrier in the master contract held by the policyholder.

#### **Section E Long Term Disability Insurance**

- Item 1 The Board shall provide to employees who apply long-term disability insurance. The coverage shall provide:
- 1.1 Payment of seventy (70%) percent of the employee's normal gross earnings and shall not exceed \$1,500.00 per month after a waiting period of six (6) months.
  - 1.2 The amount of benefits will be reduced by any remuneration received during the benefit period from the employer, from Worker's Disability Compensation benefits, from Michigan School Employees Retirement Fund benefits, from primary offset from the Federal Social Security Act or from other group or organization benefit payments. The amount of the benefit paid shall not be less than ten (10%) percent of the employee's normal gross salary.
  - 1.3 The reduction for social security benefits shall be calculated when eligible for benefits to begin and any changes paid in Social Security benefits at a later date will not be used to further reduce the benefit paid by the long-term disability insurance.

#### **Section F Vision Insurance**

The Board shall provide VSP-3 for employees who apply and their eligible dependents as defined by the carrier. The specifications shall be as negotiated and agreed September 12, 1991.

## Section G Liability Insurance

The Board shall provide protection to employees under a liability policy, which covers legal costs and judgments in case an employee is sued in a civil action for occurrences in connection with duties, subject to normal exclusions appearing in such policies. The insurance shall provide \$1,000,000.00 coverage for a single occurrence.

## Section H Vacations

Item 1 Employees with twelve (12) month assignments who have successfully completed the six (6) month probationary period shall receive vacation pay computed as follows:

1 year	5 days	9 years	10 days
2 years	5 days	10 years	11 days
3 years	5.5 days	11 years	12 days
4 years	5.5 days	12 years	13 days
5 years	6 days	13 years	14 days
6 years	7 days	14 years	15 days
7 years	8 days	15 years	16 days
8 years	9 days	16 years	17 days

Item 2 Vacation days for employees with twelve (12) month assignments must be used prior to June 30 of the fiscal year in which they were earned.

Item 3 Employees working less than a twelve (12) month assignment shall receive vacation days prorated according to the number of weeks in their work year.

Item 4 Employees working fewer than 48 weeks in building positions hired after July 1, 1961, shall be required to take as vacation days no more than the number of non-teacher days in the school year.

Item 5 Employees working less than a twelve (12) month assignment hired prior to July 1, 1961 have an option of taking their vacation when students are not in school or receiving full payment for unused vacation time with their final check of the school year.

Item 6 Earned vacation days shall be scheduled by the employee with the approval of the immediate Supervisor and the appropriate Personnel Director.

Item 7 Earned vacation time is not accumulative and must be taken within the period specified in Item 3 of this Section.

Item 8 No employee shall be granted pay in lieu of vacation except in extenuating circumstances and only when agreed upon by the employee and the appropriate Personnel Director.

Item 9 An employee who resigns, or retires, or is dismissed shall receive vacation pay prorated on the basis of vacation time earned for the current year as indicated in Article XII, Item 2. For retirees, this shall be paid upon presentation of a retirement identification number.

Item 10 The estate of an employee who dies while in the service of the Board shall receive vacation pay prorated on the basis of vacation time earned for the current year.

Item 11 When a paid holiday falls in an employee's paid vacation time, the paid holiday shall not be charged as a paid vacation day.

**Section I Holidays\***

Item 1 Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, December 24, Christmas, December 26, December 31<sup>st</sup>, New Year's Day, Good Friday (\*see letter of agreement), Easter Monday (\*see letter of agreement) and Memorial Day are holidays without loss of pay if the holiday falls within a regular work week.

1.1 December 24<sup>th</sup> and Christmas will be holidays without loss of pay for employees in less than twelve (12) month assignments.

1.2 If an employee's work schedule precludes taking December 26 as a holiday, the employee will be granted a holiday on another day.

Item 2 If a holiday falls on Sunday, the following Monday shall be a holiday if school is not in session. If Monday is already a holiday, then Friday immediately prior to the holiday shall be a holiday providing school is not in session.

Item 3 If a holiday falls on a Saturday, the Friday immediately prior to the holiday shall be a holiday providing school is not in session. If Friday is already a holiday, then the following Monday shall be a holiday if school is not in session.

Item 4 If an employee were to lose a holiday because school is in session, the employee shall be given a day off in lieu of the holiday on a day determined by the Board. All employees shall not receive the same day but shall be scheduled based on the district's needs.

**Section J Enrollment Factor**

Item 1 Employees in the classification of "School Secretary" and "Senior High School Book Store Clerk" shall receive an enrollment factor to be paid in December of each year and based on the Fourth Friday count as follows:

Elementary/Head Start/Early Childhood/Adult Education:	\$.50 per student over 300
Hawthorne/VOCARE:	\$.20 per student over 400
Junior High:	\$.20 per student over 400
OTC/NE	\$.20 per student over 400
Senior High:	\$.20 per student over 1,750

Item 2 Each certified Special Education student enrolled by the program on the Fourth Friday count shall equal two (2) students in the Student Enrollment count in Item 1 of this Section.

**Section K Severance Pay**

Item 1 Employees with ten (10) years of active service within this bargaining unit who terminate for the reasons listed below and who provide written notice at least fourteen (14) calendar days prior to termination of employment shall receive pay at the time of termination for one-half (1/2) of the number of sick leave days accumulated for the first forty (40) days and one-half (1/2) of all unused accumulated sick leave days in excess of one hundred (100) days to a maximum of one hundred eighty (180) accumulated leave days, i.e., payment for a maximum of one hundred



twenty (120) one-half (1/2) days. Anything herein before to the contrary notwithstanding, employees employed on January 31, 1984 having more than one hundred eighty (180) accumulated leave days shall have as a maximum number of unused leave days standing to their credit on January 30, 1984. The reasons which qualify the employee for severance pay are: retirement and participation in the Michigan Public School Employees Retirement System; resignation for reasons of personal illness; and, voluntary resignation. Effective July 1, 1992, one-half (1/2) of the number of sick leave days accumulated for the first fifty (50) days and one half (1/2) of all unused accumulated sick leave days in excess of one hundred (100) days to a maximum of one hundred eighty (180) accumulated leave days, i.e., payment for a maximum of one hundred thirty (130) one half (1/2) days.

Item 2 The estate of employees who qualify under Item 1 of this section at the time of their demise shall be paid the severance pay due under Item 1.

### **Section L Professional Growth**

Item 1 Employees are urged to seek ways of improving personal skills and job performance by continuing their education and training by serving on committees, by cooperating with school and civic projects and by participating in secretarial and clerical associations at the local, county, state and national levels.

Item 2 One (1) day per year shall be granted for an in-service workshop to include all or selected employees. The Board shall meet with the Association to cooperatively plan such a workshop for informational and training needs.

Item 3 Equivalent of one paid day for in-service/job related training (short year in one day early or staff one day late; could be spread over several evenings, Saturdays).

Voluntary  
For all or part of group  
Mutually planned and scheduled  
Unit members could be trainers  
If participate, paid regular hourly rate up to one full day wages

### **Section M Clothing and Personal Property Damage**

The Board shall reimburse an employee for any loss, damage or destruction of clothing and personal property while fulfilling assigned duties which exceeds ten (\$10) dollars providing reasonable care has been taken by the employee. The maximum to be reimbursed shall be limited to two hundred (\$200) dollars per incident. The Board's payment shall be reduced by the amount of any insurance carrier's payment to the employee requesting reimbursement.

### **Section N Overtime**

Item 1 Overtime shall be approved in advance by the immediate supervisor. Exceptions shall be allowed in the case of emergency.

Item 2 The decision to request overtime is the responsibility of the immediate Supervisor.

Item 3 Hours worked beyond the regular workday as defined in Article IX, Section A, Item 1, including all hours worked on Saturdays, shall be paid at the rate of one hundred fifty (150%) percent of the regular hourly rate.

- Item 4 An employee scheduled to work on a Sunday shall be paid at the rate of two hundred (200%) percent of the regular hourly rate.
- Item 5 An employee scheduled to work on a holiday shall be paid at the rate of two hundred (200%) percent of the regular hourly rate in addition to the regular rate of pay.
- Item 6 The regular hourly rate is determined by dividing the employee's daily rate as set forth in Section B of Article XXI by eight (8).
- Item 7 Overtime can be justified when an assignment has been placed on a department or school which must be completed within a certain time or date and the usual work load makes it impossible to meet the deadline. Overtime shall not be used as a substitute for inadequate staffing.
- Item 8 In the event peak period work assignments make it impossible for the employee(s) to complete assignments within reasonable time limits, overtime or additional temporary help may be requested by the immediate Supervisor. Overtime shall be offered first to the employee assigned to the position; then, overtime shall be offered to other employees in the same office according to seniority on a rotating basis in a school year; then, overtime shall be offered to qualified employees as determined by the Board according to seniority on a rotating basis in a school year. Only when no qualified employees are able to accept the overtime or in an emergency basis may the Board employ part time or temporary help.
- Item 9 Overtime shall be voluntary except in emergencies as determined by the Board. There shall be no discrimination against any employee who declines to work overtime.
- Item 10 When called in for overtime at a time other than a regular workday, the employee shall be paid a minimum of three (3) hours at the overtime rate.
- Item 11 Overtime records shall be available to the Association's President.

## **Section O Issuance of Paychecks**

- Item 1 Direct Deposit
  - 1.1 The district will provide employees who cannot secure a bank account an alternative plan for payment, including a paper check.
  - 1.2 All employees will be paid by direct deposit effective January 1, 2009.
  - 1.3 Upon discovery of an overpayment, the district will make every effort to notify the affected employee before the reversal of funds takes place.
  - 1.4 Upon discovery of an underpayment, the district will make every effort to notify the affected employee, so that the correction can be made within one business day of notification.

## **ARTICLE 21 SALARY SCHEDULE**

**Section A Salary Schedule Procedures**

- Item 1 Salary experience level increments shall be effective July 1<sup>st</sup> of each year. Employees hired later than the end of the first week in January will remain on the step hired until July 1<sup>st</sup> following their first anniversary date.
- Item 2 In 2008-2009 each active employee will be paid 1% off scale.
- Item 3 In 2009-2010 and 2010–2011 the salary scale will be increased by 1¼% each year.
- Item 4 Effective July 1, 2012, the 2012-13 salary scale will be reduced by 3.5% from the 2010-11 scale.

**Section B Salary Schedule**

1	\$94.82	\$99.56	\$104.54	\$109.76	\$116.87
2	\$99.56	\$104.54	\$109.76	\$115.26	\$126.79
3	\$104.54	\$109.76	\$115.26	\$121.03	\$133.13
4	\$109.76	\$115.26	\$121.03	\$127.09	\$139.78
5	\$115.26	\$121.03	\$127.09	\$133.42	\$146.75
6	\$121.03	\$127.09	\$133.42	\$140.08	\$154.09
7	\$127.09	\$133.42	\$140.08	\$147.08	\$161.78

Longevity

8 years	\$133.57	\$140.21	\$147.22	\$154.58	\$170.05
12 years	\$140.38	\$147.38	\$154.74	\$162.46	\$178.74
17 years	\$147.52	\$154.90	\$162.65	\$170.78	\$187.83
22 years	\$156.71	\$164.55	\$172.77	\$181.45	\$199.59
26 years	\$166.27	\$174.58	\$183.32	\$192.52	\$211.78

**ARTICLE 22 DURATION OF THE AGREEMENT**

- Item 1 The Board and Association mutually agree that the conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in and amendment hereto except wherein the Agreement specifically provides for reopening of specific Articles for negotiations.
- Item 2 Should any Article, Section or Item of the Agreement be declared invalid by a Court of competent jurisdiction, said Article, Section or Item shall be automatically deleted from this Agreement but the remaining Articles, Sections and Items shall remain in full force and effect for the duration of the Agreement.
- Item 3 This Agreement shall supersede any specific rule or regulation of the Board, which shall be contrary to or inconsistent with the specific written provisions herein. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated

into and be considered part of the established policies of the Board with reference to the employees covered by this Agreement.

Item 4 This Agreement shall be effective \_\_\_\_\_, \_\_\_\_\_ and shall continue in full force and effect until midnight June 30, 2013.

Date \_\_\_\_\_, 2012

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

Date \_\_\_\_\_, 2012

\_\_\_\_\_  
President, Pontiac Educational  
Secretaries Association

\_\_\_\_\_  
Representative, Pontiac Educational  
Secretaries Association

# **SCHOOL DISTRICT OF THE CITY OF PONTIAC AND PONTIAC EDUCATIONAL SECRETARIES ASSOCIATION**

## **LETTER OF AGREEMENT - Summer School Assignment(s)**

- Item 1 The Board will identify all summer school sites no later than June 1st of each school year.
- Item 2 Less than 52 week secretaries at the summer school sites will be offered summer school positions based on seniority.
- Item 3 Secretaries at the summer school sites will accept a summer school position on a voluntary basis.
- Item 4 If all less than 52 week school secretaries at the summer school sites are not interested, the Board will send out notices of summer school assignments to all secretaries in the bargaining unit.
- Item 5 Summer school positions will be staffed in seniority order, providing the secretary possess the minimum 'ready' skills for the assignment.
- Item 6 The pay will be at a rate not less than classification 'C'.
- Item 7 A 52 week secretary already at the summer school site shall not assume the summer school responsibilities.

# **SCHOOL DISTRICT OF THE CITY OF PONTIAC AND PONTIAC EDUCATIONAL SECRETARIES ASSOCIATION**

## **LETTER OF AGREEMENT - Temporary Summer Work Assignment**

- Item 1 Temporary summer work assignments may be available to secretaries currently in a short-year assignment.
- Item 2 Letters of interest for temporary summer work assignments must be sent to the Personnel Office each year by May 1st.
- Item 3 Notices announcing temporary summer work assignments shall be made available to the Association by May 1, or immediately as known thereafter.
- Item 4 Temporary summer work assignments will be staffed in seniority order providing the secretary possess the minimum 'ready' skills for the assignment.
- Item 5 Temporary summer work assignments will be assigned on a equitable rotating basis.
- Item 6 A secretary may elect to decline an assignment and remain on the list for consideration for the next assignment.
- Item 7 Temporary summer work assignments will be paid at the substitute secretarial rate.
- Item 8 Secretaries awarded the temporary summer work assignment will be expected to work the required number of days.
- Item 9 Contractual sick leave, vacation days, and paid holidays may not be used during the temporary work assignment.

**SCHOOL DISTRICT OF THE CITY OF PONTIAC  
AND  
PONTIAC EDUCATIONAL SECRETARIES ASSOCIATION**

**LETTER OF AGREEMENT - Professional Development School**

- Item 1 Additional secretarial services will be assigned to professional development schools upon review and mutual agreement between the Association and the Board.
- Item 2 All provisions of the current Master Agreement shall apply.

**SCHOOL DISTRICT OF THE CITY OF PONTIAC  
AND  
PONTIAC EDUCATIONAL SECRETARIES ASSOCIATION**

**LETTER OF AGREEMENT - Secretary B - 52 Weeks Personnel Office**

**(Substitute Teacher Calling Secretary/Flexible Schedule)**

The responsibilities of this position include evening and weekend hours and work performed at the employee's home. The parties therefore, agree that this position will be exempt from the recall procedure set forth in Article XV, Section C, Items 1 and 2 and the displacement procedure, Article XV, Section B, Items 3 and 11.

A secretary will be allowed to refuse recall for this position or to be displaced to this position without penalty.

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
For the Union

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
For the Board



# **SCHOOL DISTRICT OF THE CITY OF PONTIAC AND PONTIAC EDUCATIONAL SECRETARIES ASSOCIATION**

## **LETTER OF AGREEMENT - Extend Work Year**

Extend the annual work year of the bookstore secretaries at Pontiac Northern and Pontiac Central High Schools by two (2) workdays.

Extend the annual work year of the junior high school secretaries by four (4) days.

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
For the Union

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
For the Board

**SCHOOL DISTRICT OF THE CITY OF PONTIAC  
AND  
PONTIAC EDUCATIONAL SECRETARIES ASSOCIATION**

**LETTER OF AGREEMENT – Part-time Employees**

Article III Recognition:

The Pontiac Educational Secretaries Association and the School District of the City of Pontiac agree to adjourn negotiations over the issue of part-time secretarial employees in recognition of the fact that the school district does not currently employ any part-time secretarial employees and does not anticipate employing part-time secretarial employees.

The parties agree that should the district determine to employ part-time secretarial employees that the parties will enter into negotiations over the wages, hours, and working conditions of the part-time secretarial employees and the impact of the part-time positions on the existing bargaining unit.

Date \_\_\_\_\_

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For Pontiac Educational  
Secretaries Association

**SCHOOL DISTRICT OF THE CITY OF PONTIAC  
AND  
PONTIAC EDUCATIONAL SECRETARIES ASSOCIATION  
Letter of Understanding**

If a Drug and Alcohol Policy is put in place by the Board of Education of the School District of the City of Pontiac, the Pontiac Educational Secretaries Association reserves the right to challenge the reasonableness of the policy for a period of thirty (30) days from the issuance of said policy. The Association reserves the right to file a grievance on behalf of any Association member who may face charges as a result of the policy.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
For the Board

**SCHOOL DISTRICT OF THE CITY OF PONTIAC  
AND  
PONTIAC EDUCATIONAL SECRETARIES ASSOCIATION**

**Letter of Understanding**

with

Respect to Job Evaluations and Job Descriptions

Notwithstanding any other sections of the 1999-2002 agreement, and the Addendum to that agreement, any current Letter of Understanding, and notwithstanding any past practices to the contrary, it is agreed and understood between the Parties as follows:

1. Effective July 1, 2004, the job analysis questionnaire as proposed by the Association at the 2003 negotiations will be implemented by the School District in order to effectuate the language contained in the 1999-2002 agreement with respect to job descriptions. It is further agreed and understood that no secretary shall be able to submit for a change in job description prior to July 1, 2004. It is also agreed that no employee covered by this Letter of Understanding may submit a request for additional pay more than once every three years or unless of changes in job descriptions.
2. Effective January 1, 2004, the job evaluation plan as proposed by the Association at the 2003 negotiations will be implemented by the School District in order to effectuate the language contained in the 1999-2002 Agreement between the parties with respect to job descriptions. It is further Agreed and understood that the operation of Article 7, Section E, Item 4, is suspended until July 1, 2004.
3. Effective July 1, 2004, the maximum amount that a secretary may be paid pursuant to Article 9, Section D, is 10%, not the current 20%. Otherwise, the current Article 9 shall remain unchanged.
4. The Letter of Understanding contained at page 37 of the 1999-2002 Master Agreement, will not be included with the ratification of this Master Agreement.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
For the Board

**SCHOOL DISTRICT OF THE CITY OF PONTIAC  
AND  
PONTIAC EDUCATIONAL SECRETARIES ASSOCIATION**

**Letter of Understanding  
Sick Leave Bank Study Committee**

A sick leave bank study committee shall be established for the purpose of review and revision of the usage and eligibility criteria to be applicable to employees to participate in the sick leave bank benefit contained in Article 18, Section C. The committee shall submit any recommendations for changes in the usage and eligibility criteria to the Assistant Superintendent for Human Resources. Implementation of any changes shall be subject to mutual agreement between the Association and the Board through a written letter of agreement.

The committee shall be comprised of two (2) members from the PESA Negotiations Team appointed by the Negotiation chairperson and two (2) administrators representing the Human Resources Department.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
For the Board

## TABLE OF CONTENTS (TBD)

ARTICLE 1	PREAMBLE .....	1
ARTICLE 2	PURPOSE AND INTENT .....	1
ARTICLE 3	RECOGNITION STATEMENT .....	1
ARTICLE 4	DEFINITIONS.....	2
ARTICLE 5	BOARD RIGHTS.....	2
ARTICLE 6	ASSOCIATION SECURITY.....	3
ARTICLE 7	ASSOCIATION AND EMPLOYEE RIGHTS.....	5
Section A	Association Rights.....	5
Section B	Employee Rights .....	6
Section C	Payroll Deductions .....	7
Section D	Agreement Distribution .....	7
Section E	Job Description Committee .....	8
Section F	Negotiation Committee .....	8
Section G	Site-Based Decision Making .....	8
ARTICLE 8	PROBATION-SENIORITY-EVALUATION .....	8
Section A	Probation .....	8
Section B	Seniority .....	9
Section C	Evaluation .....	9
ARTICLE 9	WORKDAY .....	10
Section A	Hours of Employment .....	10
Section B	Rest Periods .....	10
Section C	Lunch Period .....	11
Section D	Temporary Work Situation .....	11
Section E	Summer Work Schedule .....	11
Section F	Extended School Year .....	11
ARTICLE 10	ASSIGNMENT-VACANCY <sup>12</sup>	
Section A	Assignment .....	12
Section B	Vacancy.....	13
ARTICLE 11	DISCIPLINE.....	14

ARTICLE 12 RESIGNATION..... 15

ARTICLE 13 HEALTH REQUIREMENTS..... 15

ARTICLE 14 RECLASSIFICATION..... 16

ARTICLE 15 STAFF REDUCTION AND RECALL..... 17

    Section A Staff Reduction..... 17

    Section B Displacement ..... 17

    Section C Recall ..... 19

ARTICLE 16 GRIEVANCE PROCEDURE..... 19

    Informal Level ..... 19

    Level One ..... 19

    Level Two ..... 20

    Level Three ..... 20

    Level Four ..... 19

ARTICLE 17 STRIKE PROHIBITION ..... 21

ARTICLE 18 PAID LEAVE ..... 21

    Section A Sick Leave ..... 21

    Section B Approved Leave Days ..... 22

    Section C Sick Leave Bank ..... 23

    Section D Jury Duty ..... 23

    Section E Emergency Closing of Schools ..... 23

ARTICLE 19 LEAVE OF ABSENCE WITHOUT PAY ..... 24

    Section A Illness - Self or Family ..... 24

    Section B Other Leaves ..... 26

ARTICLE 20 ECONOMIC BENEFITS..... 27

    Section A Health Benefits..... 27

    Section B Health Insurance  
Option..... **Error! Bookmark not defined.**

    Section C Dental Benefits..... 28

    Section D Life Insurance..... 29

    Section E Long-Term Disability Insurance..... 29

    Section F Vision Insurance..... 29

    Section G Liability Insurance..... 30

    Section H Vacations..... 30

    Section I Holidays..... 31

    Section J Enrollment Factor..... 31

    Section K Severance Pay..... 31

    Section L Professional Growth..... 32

Section M Clothing and Personal Property Damage.....	32
Section N Material and Equipment Reimbursement.....	<b>Error! Bookmark not defined.</b>
Section O Overtime.....	32
ARTICLE 21 SALARY SCHEDULE .....	33
Section A Salary Schedule Procedures.....	34
Section B Salary Schedule.....	35
Section C Longevity.....	37
ARTICLE 22 DURATION OF THE AGREEMENT.....	34
LETTER OF AGREEMENT - Summer School Assignment(s).....	38
LETTER OF AGREEMENT - Temporary Summer Work Assignment.....	36
LETTER OF AGREEMENT - Professional Development School .....	40
LETTER OF AGREEMENT - Secretary B - 52 Weeks Personnel Office.....	41
LETTER OF AGREEMENT - Extend Work Year.....	39
LETTER OF AGREEMENT - Part-time Employees.....	40
LETTER OF AGREEMENT - Drug and Alcohol Policy .....	44
LETTER OF AGREEMENT - Job Evaluations and Descriptions.....	45
LETTER OF AGREEMENT - Sick Bank Committee.....	46