

AGREEMENT

between

THE SCHOOL DISTRICT OF THE CITY OF CLAWSON

and

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

**2004-2005
2005-2006
2006-2007
2007-2008**

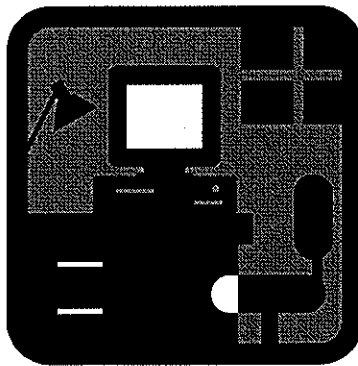


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**THE CLAWSON BOARD OF EDUCATION
AND
THE CLAWSON OFFICE AND SUPPORT
PERSONNEL ASSOCIATION**

This Agreement entered into this 7th day of February 2005, by and between the Board of Education of the School District of the City of Clawson, Michigan, Oakland County, hereinafter called the "Board", and the Clawson Office and Support Personnel Association/MEA-NEA hereinafter called the "Association".

WITNESSETH:

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

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

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

**ARTICLE 1
RECOGNITION**

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

ARTICLE 2

MEMBERS' RIGHTS

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

2.2 Financial Information:

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

2.3 Association Business:

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

2.4 Review of Personnel File:

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

2.5 Association Meetings:

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

2.6 Copies of the Agreement:

Copies of the agreement shall be printed at the expense of the Board. Copies of the Agreement shall be presented by the Board or its agent to all members of this unit now employed or hereafter employed by the Board within 60 days. Further, the Board will provide the Association with at least twenty-five (25) copies of the Agreement for its own use.

2.7 Association Business:

The Association shall be provided ten (10) days per year for their collective use for Association business including attendance at conferences and workshops sponsored by the Association or affiliated organizations outside of the district. Any

of the allocated Association days not used in a particular school year shall accumulate and be added to the following year's allotment, provided that such accumulated amount shall not exceed thirty (30) days.

ARTICLE 3

BOARD'S RIGHTS

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

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

ARTICLE 4

CLASSIFICATION, DAYS OF WORK, AND VACATION SCHEDULE

4.1 Members of the Association are categorized in the following classifications:

Central Office Employees:	52 week positions
Building Employees:	Less than 52 week positions
Office Support Personnel	Positions that are less than 52 week positions and less than 40 hours per week

The following hours per week, work weeks per year, and days of work will begin July 1, 2001:

CENTRAL OFFICE EMPLOYEES			
Position	Hours/Week	Work Weeks/Year	Days/Year
Accounts Payable Secretary	40	52	260
Payroll Clerk	40	52	260
Student Services Secretary	40	52	260
Clerical Support Personnel - Baker	40	52	260

BUILDING EMPLOYEES				
Position	Hours Per Week	Days Per Year		
		All Teacher Days PLUS		
		Holidays	Plus	Add'l work days
*HS Building/Athletic Secretary	40	11	Plus	44
Elementary Building Secretary	40	10	Plus	20
Middle School Building Secretaries	40	10	Plus	20
High School Building Secretaries	40	10	Plus	20
Clerical Support Personnel – HS/MS	40	10	Plus	20
Library Technician	40	10	Plus	20
	► PLUS additional earned vacation days paid in lieu of time off as reflected in Section 4.4.02			
OFFICE SUPPORT PERSONNEL				
	Part-time	10	- 0 -	- 0 -

*The extra pay stipend (\$2,000) for "Substitute Calling" in this position is grandfathered for only the current employee holding the position.

4.2 Standard Work Week:

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

4.3 Work Year:

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

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

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

4.4 Vacation Schedule:

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

4.4.01 Central Office employees will receive vacation time as follows:

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

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

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

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

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

ARTICLE 5

HOLIDAYS

Central Office and Building Employees:

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

Office Support Personnel:

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

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

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

ARTICLE 6

OVERTIME – COMPENSATORY TIME

6.1 Guideline For Overtime Or Compensatory Time:

All overtime work shall be voluntary.

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

6.2 Distribution of Overtime:

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

6.3 Approval of Overtime:

All overtime must have prior approval from the immediate supervisor.

6.4 Compensatory Time:

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

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

ARTICLE 7

ASSOCIATION RIGHTS

7.1 Conditions of Employment:

Each bargaining unit member shall, as a condition of employment:

7.1.01 Join the Association on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, or

7.1.02 Pay a service fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. The service fee shall not exceed the amount of union dues collected from union members. The bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, on a monthly basis no later than ten (10) days following deduction.

7.2 Objections Policy:

Pursuant to Chicago Teachers Union v Hudson, 106s Ct. 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the

timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

7.3 Dues Deduction:

Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-tenth of such dues assessments and contributions from the regular salary checks of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

7.4 Payroll Deduction:

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

ARTICLE 8

VACANCIES – PROMOTIONS – TRANSFERS

8.1 Position Vacancy:

Whenever any vacancy in an Association position in the district shall occur during the school year, the Board shall publicize the same by giving written notice of such vacancy to the Association and will provide an appropriate posting in every school building. A copy of this posting will be sent to each Association member and this shall be considered the equivalent of a personal notice. The posting shall be entitled ANNOUNCEMENT OF VACANCY and shall contain the following information:

8.1.01 Description of open position

8.1.02 Location of position

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

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

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

8.3 Transfers:

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

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

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

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

8.4 Probationary Period:

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

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

8.5 Relief Time:

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

8.6 Layoff and Recall:

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

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

- 8.6.01** Members that are qualified for the position and have the highest seniority will be retained to the last. The method for determining whether the person is qualified for the position will be the same as the method used for filling vacancies.
- 8.6.02** Employees to be laid-off for an indefinite period of time shall have at least forty-five (45) calendar days notice of layoff.
- 8.6.03** Recall will be based on reversal of 8.6.01 above; i.e., the last laid off will be the first recalled.
- 8.6.04** Members being recalled will be given ten (10) days from the date of the mailing of a registered letter of recall to indicate their acceptance or rejection of re-employment. Failure to respond within a ten (10) day period will end the employment seniority rights. It shall be the responsibility of laid-off personnel to advise the Personnel Office of their current address during the period of layoff.
- 8.6.05** The time a laid-off employee shall be subject to recall shall be their length of service in the bargaining unit at the time of layoff or two (2) years, whichever comes first.

ARTICLE 9

LEAVES

9.1 Emergency Leave:

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

- 9.1.01** Fire, accident or funeral affecting immediate family
- 9.1.02** Marriage or graduation of a employee of the immediate family or the employee herself
- 9.1.03** Child born to wife
- 9.1.04** Illness in the immediate family

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

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

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

9.2 Military Leave:

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

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

9.3 Voluntary Leave:

An employee who has served in the Clawson Public Schools two or more years may be granted a leave of absence for personal reasons without pay upon written request, providing that leave shall not exceed a period of one calendar year.

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

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

9.4 Involuntary Leave:

The Superintendent may request in writing a physical or mental examination for any employee of the staff whenever in his judgment such action is required for the best interests of the children of the school district. Such written request may be made by the superintendent as often as deemed essential to the physical or mental welfare of the individual involved.

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

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

9.5 Maternity Leave:

The employee who is pregnant shall notify the Board in writing prior to her fifth (5th) month of pregnancy and request one of the following two leave provisions from the Board:

Option 1: The pregnant employee shall be able to perform her duties until such time as her physician states that she is unable or should not continue to perform her duties. Secondly, she shall return to her duties as soon as the employee's health permits as determined by a physician. The Board may request from the employee from time to time a report on the condition of her health.

Option 2: The maternity leave shall start at a time requested and shall continue in effect until the first or second September after the granting of the leave; provided, however, that any employee on leave may request in writing that she be returned to service at an earlier date, and she shall be returned to service if a position is available and if a position is not available, she shall be returned to service when the next position becomes available.

In the event of a termination of pregnancy other than a live birth, the employee may return as soon as the physician shall permit or if the member is already on leave under Option 2, she shall return to the first available opening she is qualified to perform.

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

9.6 Sick Leave:

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

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

If an illness occurs on the day before or after a holiday or vacation period, the employee must present a physician's statement to the office of the superintendent upon her return. A physician's statement will also be required if a worker is absent for illness on two consecutive Mondays.

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

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

9.7 Personal Business Leave:

Central Office and Building Employees:

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

Office Support Personnel:

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

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

Except in cases of emergency, personal business leave with pay will not be granted in the first or last week of the school year or within three (3) school days prior to or following a vacation or holiday period.

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

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

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

9.8 Observation of Religious Holidays:

Employees, upon written request, will be granted no more than three (3) leave days with pay for the purpose of observing high religious holidays. The first two

days are to be charged against the personal business days, and the third against the sick leave unless the Employee has accrued three (3) personal business days.

9.9 Emergency School Closing:

At such times when weather or other emergency conditions cause the school district buildings to not open as determined by the superintendent, members shall not be expected to report for work. If a member of the bargaining unit reports to work after being asked, Employee will be paid at the established overtime rate (time and one-half) for all of the hours worked on such days.

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

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

9.10 Jury Duty:

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

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

9.11 Funeral Leave:

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

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

ARTICLE 10

COMPENSATION

10.1. Salary Schedule:

The salaries of employees covered by this agreement are set forth in "Schedule A" which is attached to and incorporated in this Agreement. Such salaries shall remain in effect during the term of this Agreement, and any extension thereof, provided, however, that upon written notice to the other party on or before May 1 of each year of this Agreement, or any extension thereof, may request the re-opening of negotiations of such salary schedule.

10.2. Pay Option:

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

ARTICLE 11

RETIREMENT

11.1 Formula for Computing Benefits Upon Retirement:

Central Office and Building Employees:

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

The maximum benefit any employee will receive is \$2,500.00 upon retirement. In case of death, while employed by the Clawson School District, the life insurance

policy shall be paid according to Schedule "C" and no retirement benefits shall be received under this section.

ARTICLE 12

GRIEVANCE PROCEDURES

12.1 Definitions:

12.1.01 A "grievance" is a claim based upon an event or condition that allegedly affects the conditions or circumstances under which an employee works, allegedly caused by a misinterpretation or an inequitable application of the terms of this Agreement.

12.1.02 The term "employee" includes any individual or group of office personnel employed by the Board and who are covered by this agreement.

12.1.03 The term "day" shall be interpreted as meaning a working school day unless otherwise stipulated.

A grievance may be withdrawn at any level without prejudice.

12.2 Purpose:

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

12.3 Hearing Levels:

12.3.01 **Informal Level:** When a bargaining unit member(s) believe(s) a grievable incident has occurred, the affected bargaining unit member(s) or the Association shall request a meeting with the immediate supervisor in an effort to resolve the complaint. The Association shall be notified and a representative thereof may be present with the bargaining unit member at such meeting. Said meeting shall be held within five (5) days of the request for said meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she or the Association may formalize the complaint.

12.3.02 **Formal Level 1:** If a complaint is not resolved at the informal level, the complaint may be formalized in writing (See "Schedule E") within eight (8) working days of the meeting between the supervisor(s) and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association, and the administrative level responsible for the alleged grievance. The proper administrator shall, within five (5) working days of receipt of the grievance, hold a hearing and within five (5) days of the hearing shall render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

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

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

12.4 Miscellaneous Conditions:

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

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

- 12.4.03** Grievances affecting two (2) or more members of the bargaining unit may be initiated at Level 2 of the grievance procedure at the option of the Association.
- 12.4.04** If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement for all compensation lost, including fringe benefits, plus reasonable interest if so ruled by the arbitrator. Any employee whose discharge or discipline has been reversed by an arbitrator shall have any reference to said action expunged from their personnel file.
- 12.4.05** For the purpose of assisting a bargaining unit member or the Association in the prosecution or defense of any contractual, administrative or legal proceeding, including but not limited to grievances, the Board shall permit an Association representative, usually the executive director, access to and the right to inspect and acquire copies of a personnel files and any other files or records of the Board which pertain to an affected bargaining unit member or any issue of the proceedings in question.
- 12.4.06** A bargaining unit member who is involved in the grievance procedure during the workday shall be excused with pay for that purpose.

12.5 Miscellaneous:

- 12.5.01** All proceedings and preliminary decisions shall be private and shall remain confidential until a final disposition of the grievance is made.
- 12.5.02** There shall be no reprisals by either party because of participation in the grievance procedure.
- 12.5.03** All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 12.5.04** Three (3) copies of all forms (see 'Schedule E") for filing grievances and other related documents shall be made: one for the grievant, one for the Board, and one for the Association.

A grievance may be withdrawn at any level without prejudice.

ARTICLE 13

STRIKES AND LOCK-OUTS

13.1 Strikes:

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

13.2 Lock-outs:

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

ARTICLE 14

DISCIPLINE AND DISCHARGE

14.1 Just Cause:

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

14.2 Discipline:

Disciplinary action or measures shall include the following:

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

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

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

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

14.4 Rights to Representation:

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

ARTICLE 15

MISCELLANEOUS

15.1 This Agreement shall supersede any rules, regulations or practices that shall be contrary to/or inconsistent with its terms.

15.2 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Board, or in any way abridging or reducing such authority.

15.3 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

15.4 Individual Agreement:

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

15.5 Building Policy:

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

15.6 Severability:

This Agreement shall constitute a binding obligation of both the Board and the Association and for the duration hereof may be altered, changed, added to,

deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of the Agreement be found contrary to law, the parties shall meet to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

15.7 Protection of Members:

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

ARTICLE 16

TERMINATION OF CONTRACT

This Agreement shall be effective as of July 1, 2004, and shall remain in full force and effect until June 30, 2008. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph:

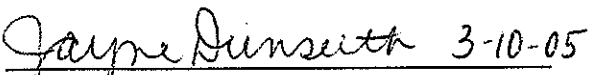
In the event that either party desires to terminate this agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date but shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands to this instrument this 7th day of February, 2005.

THE CLAWSON OFFICE AND SUPPORT
PERSONNEL ASSOCIATION/MEA-NEA

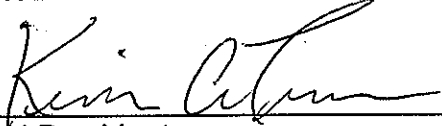


MEA/NEA Representative



President

BOARD OF EDUCATION OF THE SCHOOL
DISTRICT OF THE CITY OF CLAWSON



Board President



Board Secretary

“SCHEDULE A”

The Clawson Office and Support Personnel Association/MEA/NEA SALARY SCHEDULE

Central Office and Building Secretaries:

SALARY STEPS	2004-2005	2005-2006	2006-2007	2007-2008
1	12.68	13.00	13.32	13.65
2	13.24	13.57	13.91	14.26
3	13.93	14.28	14.63	15.00
4	14.21	14.56	14.93	15.30
5	14.88	15.26	15.64	16.03
6	15.72	16.12	16.52	16.93
7	16.37	16.78	17.20	17.63
8	16.93	17.36	17.79	18.23
9	18.01	18.46	18.92	19.39

Office Support Personnel:

SALARY STEPS	2004-2005	2005-2006	2006-2007	2007-2008
1	\$11.00	11.28	11.56	11.85
2	\$11.25	11.53	11.82	12.12
3	\$11.50	11.79	12.08	12.38
4	\$11.75	12.04	12.34	12.65
5	\$12.00	12.30	12.61	12.93

“SCHEDULE B”

The Clawson Office and Support Personnel Association/MEA/NEA LONGEVITY PAY

Central Office and Building Secretaries:

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

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

“SCHEDULE C”

**The Clawson Office and Support Personnel Association/MEA/NEA
2004-2008**

INSURANCE PROTECTION

- A. Current Central Office Employees and Building Employees, and those hired by the school district following ratification of the successor agreement shall be placed on the MESSA Choices II program. Office Support Personnel are not eligible for insurance.
- B. The Board will pay the premiums for all Central Office Employees and Building Employees.

(1) PLAN A:

HEALTH: **MESSA Choices II:**

This health insurance shall be district funded for the employee, spouse, and eligible dependents.

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

DENTAL: **Delta Dental Insurance:**

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

VISION: **VSP-II:**

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

**LONG TERM
DISABILITY:**

Long term disability income insurance will cover all full-time employees. Benefits shall begin after the first one hundred-eighty (180) calendar days of any illness or disability as determined by the carrier. Such insurance shall pay up to 60% of /employee’s regular salary and reduced by any amounts paid or payable under Worker’s

Compensation, Social Security, or any school sponsored pension plan. The remuneration under this article is as established under the company's policy and is paid at the daily rate of seven (7) days per week, fifty-two (52) weeks per year of one three hundred and sixty-fifth (1/365) of the annual salary of the employee at the time of disability.

(2) Plan B: (for employees who do not choose Plan A)

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

DENTAL: Same as Plan A (full family).

VISION: Same as Plan A (full family).

LONG TERM

DISABILITY: Same as Plan A (member only)

- D. Members electing Plan B above will receive cash-in-lieu of health insurance in the amount of \$2,500.00 annually. The \$2,500.00 annual cash payment is subject to any withholdings as required by law.
- E. Provisions: Applicable to Plan A and Plan B.
1. Employees who work ten months who are returning in the Fall shall receive coverage to include July and August.
 2. Employees who worked a full school year and terminate their employment shall receive coverage including July and August payments.
 3. The Board shall not make any additional benefit payments for coverage after the date of termination of employment of a member, if the termination of employment is prior to the end of the school year.
 4. Enrollment shall be either at the beginning of employment, or at the open enrollment period, or when a new program is instituted, subject to the MESSA regulations.
 5. After an employee is on sick leave and has exhausted their leave reserve, the Board agrees to pay the premium for insurance coverage for three (3) months.

6. Central Office and Building part-time employees:

a. Plan A:

Central Office Employees and Building Employees who work on a part-time basis will receive prorated MESSA Choices II benefits=

b. Plan B:

- i. The Board will pay 100% of the Plan B insurances and 100% of the cash in lieu of health for Central Office Employees and Building Employees employed at least 3/5 (60%) of the time.
- ii. The Board will pay the pro-rata amount of the Plan B insurances and the cash in lieu of health for Central Office Employees and Building Employees employed less than 3/5 (60%) of the time.

F. This benefit shall begin when the member has (1) properly completed the necessary forms and filed said forms with proper authorities and (2) actually begins employment. Such benefits shall terminate when the member terminates employment.

G. Worker's Compensation:

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

“SCHEDULE D”

The Clawson Office and Support Personnel Association/MEA/NEA

Section 1:

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

Section 2:

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

Section 3:

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

Section 4:

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

Section 5:

EVALUATION CRITERIA

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

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

“SCHEDULE E”

CLAWSON OFFICE AND SUPPORT PERSONNEL ASSOCIATION MEA/NEA and THE SCHOOL DISTRICT OF THE CITY OF CLAWSON

GRIEVANCE REPORT FORM

Grievance No.: _____

Building:	
Assignment:	
Name of Grievant:	
Date Filed:	

FORMAL LEVEL I

{File with appropriate administrator/supervisor}

Date Cause of Grievance Occurred: _____

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

B. Statement of grievance:

C. Relief sought:

Signature

Date

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

Signature Date

E. Position of Grievant/Bargaining Unit:

Signature Date

FORMAL LEVEL II
{Superintendent}

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

Signature Date

B. Position of Grievant/Bargaining Unit:

Signature Date

FORMAL LEVEL III
{Arbitration}

A. Date submitted to arbitration: _____

Signature Date

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