

MASTER AGREEMENT  
2009—2013

*The Grosse Pointe Public School System*

*The Grosse Pointe Association of Educational Office Personnel/MEA*

*389 St. Clair  
Grosse Pointe, Michigan 48230*



The Grosse Pointe Association of Educational Office Personnel/MEA  
and  
The Grosse Pointe Public School System

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**THIS AGREEMENT ENTERED INTO THIS 11<sup>TH</sup> DAY OF AUGUST, 2010, BY AND BETWEEN THE BOARD OF EDUCATION OF THE GROSSE POINTE PUBLIC SCHOOL SYSTEM, WAYNE COUNTY, MICHIGAN, HEREINAFTER CALLED "THE BOARD" AND THE GROSSE POINTE ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL, MEA-NEA HEREINAFTER CALLED "THE ASSOCIATION".**

## **ARTICLE I**

### ***PREAMBLE***

1.0 WHEREAS, on February 7, 1966, the Association was formally recognized by the Board as the exclusive representative, for the purposes of collective negotiations with the Board with respect to rates of pay, wages, hours of employment, and other conditions of employment of the employees covered by this Agreement; and

1.1 WHEREAS, following extensive negotiations, certain understandings have been reached between representatives of the Board and the Association concerning such matters for the years 2009-2010, 2010-2011, 2011-2012 and 2012-2013.

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

## **ARTICLE II**

### ***RECOGNITION***

2.0 *The Board recognizes the Association as the sole and exclusive bargaining representative for all salaried office workers (but excluding all substitutes, irregular or temporary employees, all regular part time employees assigned to work less than one-half a full schedule, all confidential employees, and all supervisory and office administrative personnel who have authority to hire, fire, evaluate or demote employees) employed by the Board, in all matters of disputes or grievances which may arise during the term of the Agreement as to the application, interpretation or compliance of either party as to its rights under this Agreement. If the Board decreases the hours of a position in the bargaining unit to less than one-half of a full schedule, it will nevertheless remain in the bargaining unit. The secretaries to the Superintendent of Schools and the Assistant Superintendent of Human Resources and Labor Relations are not members of the bargaining unit represented by the Association. All office workers covered by this Agreement are hereinafter referred to as "EMPLOYEES."*

## ARTICLE III

### ***RIGHTS OF THE BOARD***

3.0 There is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement, which rights shall include, by the way of illustration and without limiting the generality of the foregoing, the following:

3.1 To manage and administer the School System, its properties and facilities and to direct its employees in the course of their duties;

3.2 To hire all employees and, subject to the provisions of law and this Agreement, determine their qualifications and the conditions of their continued employment, their dismissal or demotion, to assign duties, responsibilities and the place of work to employees to fill vacancies, and to promote, re-assign and transfer any such employee;

3.3 To establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees and their working conditions which are not inconsistent with the provisions of this Agreement or violative of law; and

3.4 To determine future staffing needs of the bargaining unit.

3.5 None of the foregoing rights shall be exercised in such a manner as to conflict with any other express provision of this Agreement or supplemental written understandings between the parties.

3.6 The Board further recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communication with the Association. Accordingly, it is agreed that representatives of the Board and the Association shall meet periodically when necessary to discuss school policies of legitimate concern to the Association and problems relating to the implementation of the Agreement, to review the administration of the contract and to resolve any problems that are not of a grievance nature. It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.

3.7 In no event are such meetings to be used for discussion of existing grievances, or by either party to demand any modifications to the provisions of the Agreement, except with the prior consent of the other party.

## ARTICLE IV

### ***FAIR EMPLOYMENT PRACTICES***

4.0 The Board agrees that neither it nor any of its administrative agents shall discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status, non-disabling handicap, political activities, or membership or participation in the activities of the Association or any other employee



organization. It is understood that no matter arising under this paragraph shall be subject to the arbitration provision of the grievance procedure.

4.1 The Association agrees that it shall admit all employees to its membership without discrimination by reason of race, creed, color, national origin, sex, age, marital status, non-disabling handicap, or membership or participation in the activities of any other employee organization. Membership in the Association shall not be required as a condition of employment of any employee with the Board. It is understood that no matter arising under this paragraph shall be subject to the arbitration provision of the grievance procedure.

## **ARTICLE V**

### ***RIGHTS OF THE ASSOCIATION***

#### **ACCESS TO BOARD INFORMATION**

5.0 The Board agrees to furnish to the Association, upon reasonable request, such information concerning the *financial resources of the School District*, which by law is available to its residents. In addition, the Board will furnish the Association, upon reasonable request, tentative budgetary requirements and allocation, under consideration by the Board of Education that will assist the Association in developing accurate, informed and constructive proposals (which may be made only at the times expressly permitted by this Agreement) concerning the rates of pay, wages, hours of work, and other conditions of employment of employees. Furthermore, the Board agrees to furnish to the Association, upon reasonable request, such legally permissible information which is not reasonably available elsewhere and which is necessary for the Association to process efficiently any grievance in the grievance procedure.

5.1 The Association shall be advised by the Board of any new or modified fiscal, budgetary, or tax programs which are proposed or under consideration, and the Association shall be given reasonable opportunity to consult with the Board with respect to the proposed annual budget prior to its adoption and general publication.

5.2 It is agreed and recognized, however, that except for expenditures contained in any annual budget which are required by the terms of the Agreement, the authority to adopt all parts of the annual budget of the School District resides exclusively with the Board and during the term of this Agreement shall not be the subject of mandatory negotiation with the Association, nor subject to any proceeding under the grievance procedure.

#### **PAYROLL DEDUCTIONS**

5.3 The Board agrees to deduct from the salaries of employees dues or agency shop service fees for the Association, when voluntarily authorized in writing by each employee desirous of having her dues deducted.

5.4 Individual authorization forms shall be furnished to the Board by the Association and, when executed, filed by the Association with the Business Office.

5.5 Authorizations filed with the Business Office on or before September 1, shall become effective with the first paycheck for the contract year. Each authorization filed after September 1, shall become effective with the first paycheck within thirty days after the filing of the authorization.

5.6 Authorizations, once filed with the Business Office, shall continue in effect until revoked by the employee on a form available from the Association and filed with the Business Office provided, a revocation filed after the first duty day of a year shall not be effective until the first paycheck of the succeeding year.

5.7 Dues or agency shop service fees shall be deducted in equal installments, beginning with the first September paycheck of each year.

5.8 The Association shall, at least sixty days prior to July 1 of each year, give written notification to the Business Office of the amount of its dues which are to be deducted in that year under such authorizations. The amounts of the deductions for these dues shall not be subject to change during that entire year.

5.9 For purposes of this Article, the term "year" shall mean the twelve month period beginning with July 1st of each year.

5.10 Dues or agency shop service fees deducted shall be sent to the Association promptly under procedures to be established by the Board's Business Office.

5.11 The right to refund to employees monies deducted from their salaries under such authorizations shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.

5.12 The Board agrees to continue to make voluntary payroll deductions, upon written authorization therefore, from the salaries of employees for the following: United Foundation, Tax Sheltered Annuities, Hospitalization insurance rider premiums, U. S. Savings Bonds purchases, the Michigan First Credit Union; and agrees to disburse these deductions for the purposes intended. Procedures for these payroll deductions shall be established by the Board's Business Office.

### **AGENCY SHOP**

5.13 Any employee who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of their employment, shall as a condition of employment, tender as a fee to the Association, the amount certified by the Association which shall be in accordance with law; provided, however, that the employee may authorize payroll deductions for such fee in the same manner as provided in Paragraphs 5.3-5.12. The Association agrees to explain to any employee who is an agency fee payer his/her legal rights as determined by the courts under this agency fee provision.

5.14 In the event that an employee shall refuse to tender such fee directly to the Association or authorize payment through payroll deductions as provided in Paragraphs 5.3-5.12, the Board shall upon motion of the Association cause the termination of employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

5.15 The procedure in all cases of discharge for violation of this Article shall be as follows:

5.16 The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) working days for

compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected;

5.17 If the employee fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

5.18 In the event of compliance at any time prior to discharge, charges shall be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to tender the Agency Shop fee.

5.19 The Association agrees to assume the legal defense of any suit or action brought against the Board, its agents or employees arising out of the implementation or enforcement of this provision. Furthermore, the Association agrees to indemnify the Board, its agents or employees for any costs or damages which may be assessed as a result of said suit or action.

5.20 The Board shall conduct a hearing within thirty (30) days after receipt of the charges filed by the Association. If the Board finds there has been compliance with the appropriate provisions of the Agreement and applicable law, it shall issue, within ten (10) days after the hearing, a notice of discharge. The discharge shall become effective after all appeals to the courts and/or administrative agencies have been exhausted.

### **PROFESSIONAL MEETINGS**

5.21 In the belief that attendance at professional meetings is desirable to maintain and improve clerical competence and proficiency, and to enhance the educational program of the school district, the Association shall be encouraged to participate in such meetings.

5.22 The Board will allocate \$1,000 annually to cover the expenses for attendance at the meetings and the full cost of all necessary substitutes used in connection with such absences.

### **RELEASED TIME**

5.23 The President or their designated representative(s) shall be granted twenty (20) days per year of paid release time to serve the Association for Association business. Upon request the Assistant Superintendent of Human Resources may grant the president or their designated representatives additional days of paid release time.

## **ARTICLE VI**

### ***GRIEVANCE PROCEDURE***

#### **DEFINITIONS**

6.0 A "Grievance" shall mean a complaint by an employee, or a group of employees or the Association, based upon an event, condition, or circumstance under which an employee works, allegedly caused by a violation, misinterpretation, or misapplication of any provision of this Agreement.

6.1 An "Aggrieved Person" shall mean the person or persons making the complaint, either individually or through the Association.

### **GENERAL PRINCIPLES**

6.2 The primary purpose of the procedure set forth in this Article is to secure, at the earliest level possible, equitable solutions to complaints or grievances. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

6.3 It shall be the firm policy of the Board to assure to every employee an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to her employment status.

6.4 Except as otherwise provided herein, any aggrieved person may be represented at all meetings and all hearings at all levels of the grievance procedure by another employee, or by another person; provided, however, the aggrieved person shall in no event be represented by an officer, agent, or other representative of any employee organization other than the Association; and provided further, when an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all levels of the grievance procedure after the first level.

6.5 Nothing in this Agreement shall be interpreted to mean that an individual employee shall be prevented from presenting a grievance (or having an adjustment in an individual grievance) without the Association becoming directly involved as long as any such adjustment does not violate the terms of this Agreement. The Association has the right to be present when such an adjustment is to be made. The Board further agrees to provide immediately to the Association a copy of all written grievances lodged and decisions rendered relative to these grievances, together with the supporting reasons for the decisions.

6.6 The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver by that aggrieved party of any further appeal concerning the particular grievance; provided, however, in the event new facts are obtained which were not previously known to her but which, if they had been known, might have influenced the disposition of the grievance, the presentation of such information to the Association shall constitute grounds to reopen the grievance procedure at that level at which it had been terminated; provided, further, in the event a decision has been rendered in a grievance and the decision has not been implemented or has been violated, the presentation of such evidence to the parties in interest shall constitute grounds to reopen the grievance at the level at which it had been terminated. Time limits set forth in this Article VI may be extended, shortened, or eliminated by written agreement of the Board and the Association. The failure of an aggrieved party to proceed to the next step shall not be deemed a precedent for future grievances.

6.7 If in the judgment of the Association, a grievance affects a group of employees at more than one building, such grievance shall be considered a "class" grievance and shall be commenced at level three. As a condition to commencing a "class" grievance, the Association shall inform the Board of the employees affected by such grievance. Both parties agree that the purpose of the grievance procedure is best served when the "class" is properly defined. A "class" grievance under this section shall not be considered unless it is submitted in writing to the Superintendent of Schools or his/her designee within fifteen (15) days after the event or occurrence, which is the basis of the grievance, became known to the president of the Association.

- 6.8 At any level the failure of an administrator to communicate his/her decision to the employee within the specified time limits shall constitute a denial of the grievance and permit her and/or the Association to proceed to the next level.
- 6.9 It shall be the general practice of all parties to process grievance procedures during times which do not interfere with assigned duties.
- 6.10 Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents that have been approved by the Board and Association shall be printed and given appropriate distribution by the Board.
- 6.11 The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article VI:
- 6.12 The termination or discipline of a probationary employee;
- 6.13 The provisions of any insurance contracts and/or policies provided pursuant to Appendix B of this Agreement;
- 6.14 Any matter set forth in this Agreement which is covered by a state or federal statute and may be pursued through an administrative agency. It is the purpose of this provision to deny use of the grievance procedure to employees who have one or more administrative remedies available to them outside of the scope of this Agreement.

## ***PROCEDURE***

### **INFORMAL CONFERENCE**

6.15 Prior to invoking the grievance procedure at Level One an employee who has a complaint will discuss the matter with her immediate administrator. She may be accompanied by a member of the Association if she so desires. The matter must be discussed not later than ten (10) duty days after the occurrence on which the complaint is based, or the complaint or a subsequent complaint will not be considered.

### **LEVEL ONE**

6.16 If a complaint is not satisfactorily resolved at the informal conference, the aggrieved person shall informally discuss the situation with the Association. If the Association decides the grievance has merit, a written grievance to this effect shall be given to the immediate administrator not later than five (5) duty days after the matter was discussed between the immediate administrator and the aggrieved person. Within five (5) duty days of receipt of the written grievance, the aggrieved person's immediate administrator shall state his/her decision in writing concerning the grievance, together with the supporting reasons therefore, and furnish one copy to the aggrieved person and two copies to the Association.

**LEVEL TWO**

6.17 If the immediate administrator denies the grievance, the Association may within five (5) duty days refer the grievance to the Assistant Superintendent of Human Resources.

**LEVEL THREE**

6.18 Within ten (10) duty days after receipt of the written grievance, the Assistant Superintendent of Human Resources shall meet with the aggrieved party to consider the grievance. Any employee of the Board having knowledge of the matter may be required on request of either party to attend this meeting as a witness. Within five (5) duty days the Assistant Superintendent of Human Resources shall prepare an answer to the grievance, accompanied by supporting reasons. Copies of the answer shall be given to the aggrieved person and the Association.

**LEVEL FOUR**

6.19 Any grievance which remains unsettled after having been fully processed through Level Three of the grievance procedure shall be submitted to binding arbitration, upon the written demand of the Association. In order to be effective, such written demand must be made within sixty (60) days after the final answer of the Assistant Superintendent of Human Resources to the grievance has been given to the Association in Level Three of the grievance procedure.

6.20 Except where modified by written agreement signed by the Board and the Association, the voluntary labor arbitration rules of the American Arbitration Association shall apply to the selection of the impartial arbitrator and to the arbitration proceedings. The Board and the Association agree to accept the arbitrator's award as final and binding upon all parties including the employee(s) involved in the grievance.

6.21 In connection with the arbitration of any grievance hereunder the following rules shall apply:

6.22 In no event shall an arbitrator be empowered to modify, detract from or alter the provisions of this Agreement. His power shall be limited to determining whether the Board has violated, misinterpreted or misapplied any of the terms of the Agreement. The decision of the arbitrator shall be in writing and shall cover only the issues in dispute without recommendations as to other matters.

6.23 The questions to be arbitrated shall be jointly stipulated by the Board and the Association, or if they are unable to agree, each party shall submit its written statement of the questions to the arbitrator and each other at least ten (10) days in advance of the scheduled hearing date.

6.24 No more than one grievance may be heard by the arbitrator at one time unless both parties agree to consolidate two or more grievances for hearing and decision, or unless the arbitrator directs the consolidation of two or more grievances submitted to arbitration arising out of the same incident and involving similar questions of dispute.

6.25 The fees and expenses of the arbitrator and the fees of the American Arbitration Association shall be shared equally by the Board and Association.

6.26 Grievances not resolved within the specified time frame may be moved to the next level of the grievance procedure.

## **COMMUNICATIONS**

6.27 The President of the Association or another Association member designated by the President shall be recognized by the Board as the official representative of the Association to receive official communications under this grievance procedure.

## **ARTICLE VII**

### ***RIGHTS OF THE EMPLOYEE***

#### **LIMITS OF RESPONSIBILITY**

7.0 Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board, but shall only be responsible for loss or damage to any such property when such loss or damage is due to negligence on the part of the employee. The Board shall provide comprehensive liability insurance protection under the liability policy now carried by the Board for all employees in its employ, with limits of \$300,000 for a single injury, \$500,000 for single occurrence, and \$50,000 for the property of third parties, against damages arising out of the negligence of any employee while acting within the scope of her duties as such, subject to the exclusions contained in such policy. In addition to these basic amounts of insurance the Board shall provide a \$5,000,000 umbrella liability policy to supplement and extend the above described basic coverages. The Board shall continue to carry workers' compensation insurance coverage for all employees in the manner required by the laws of Michigan. Insurance carriers are to be selected by the Board.

7.1 No employee shall be required to administer any first aid for a student. An employee may, however, administer first aid, at her discretion, when the situation so demands. It is the responsibility of the employee to exercise reasonable protective attention to a student and take immediate steps to notify the proper authorities in the event of a student injury or illness.

7.2 No employee shall be required to transport any child for any reason.

7.3 No employee shall be required to do personal work of administrators or teachers, but is expected to do work assigned which the immediate supervisor or administrator determines to be of a civic or charitable nature. The burden of responsibility shall rest solely with the administrator for all assigned work.

7.4 The responsibility for the administration of medication to students rests with building administrators. However, building administrators may delegate to employees the responsibility for the administration of medication(s) to students. An employee shall only be required to administer medication to students pursuant to the written permission of the pupil's parent or guardian and in compliance with the written instructions of a physician. All administration of medications shall be in the presence of a second adult and in a manner consistent with Board Policy.

## VACANCIES

7.5 The Board may establish or change the work classifications or duties of any employee. The Association will be notified of any change in classification or duties within ten (10) days of such change.

7.6 Employees within the jurisdiction of the unit will be afforded an opportunity to be considered for transfer or promotion prior to the recall of laid off employees or the employment of new personnel.

7.7 Transfer shall mean the movement from one position to another position in the unit which carries the same or a lower hourly rate. Promotion shall mean movement from one classification to another classification which carries a higher hourly rate.

7.8 In the event of a new or vacant position resulting from retirement, resignation, leave of absence or other termination of employment, the Board agrees that such vacancy shall be posted for a period of at least six (6) working days in a mutually designated place in each building. The only official posting location is 389 St. Clair, the Administration Building. Positions resulting from the first vacancy will be posted for a period of at least three (3) working days in a mutually designated place in each building. The posting shall include the job classification, job location, length of work year, duties, qualifications, and deadline for receiving applications.

7.9 Probationary employees are not eligible to apply for a transfer or a promotion to another position in the bargaining unit. An employee who voluntarily transfers (in the same classification) shall not be eligible to transfer voluntarily for the period of twelve (12) months from the effective date of the transfer.

7.10 Normally, each employee who applies for a posted opening will be granted an interview with the appropriate administrator, and an administrator from the Human Resources Office where deemed necessary.

7.11 Transfer of an employee shall be based on qualifications, amount and quality of experience, and seniority. Promotion of an employee shall be based on qualifications and ability. Seniority shall be considered only when two or more applicants have equal qualifications and abilities.

7.12 Each employee will be informed in writing as to approval or denial of her bid for transfer or promotion within six (6) days after all interviews are completed. If an employee's bid is denied she shall, upon request, be granted an interview with the appropriate administrator to discuss the matter and the reasons for denial will be placed in writing at her request. However, the denial of bid for transfer and promotion shall not be subject to the grievance procedure but shall be subject to the provisions set forth in paragraph 7.14.

7.13 Each employee receiving a promotion shall have a trial period of thirty (30) duty days in the new position. During the trial period the employee shall receive the pay rate for the job she is performing. An employee shall have a right during her trial period to revert back to her former position if she so desires. In addition, the Board shall have the right to revert an employee back to her former position if such employee's work is unsatisfactory. In such case written notice of the unsatisfactory work will be given to the employee.

7.14 An employee whose bid for transfer and/or promotion is denied or who received less than a satisfactory rating on her evaluation may file an appeal with the Office/Board Review Panel. The Review Panel shall be composed of two members appointed by the President of the Association and two members appointed by the Assistant Superintendent of Human Resources. Before initiating an appeal an employee must first exhaust the remedies provided in paragraph 7.12 or 8.23, whichever is applicable. If the problem is not resolved the employee may appeal to the Review Panel. The appeal must be in writing and must be filed with the Assistant Superintendent of Human Resources no later than (fifteen) 15 working days after receipt



of the letter of denial or the adverse evaluation. The appeal must contain a specific but concise statement of the facts upon which it is based along with reasons why the employee believes the denial or evaluation is in error. Within a reasonable time after receipt of the appeal the Review Panel will meet and consider all evidence submitted and formulate a recommendation. The recommendation will be forwarded to the Superintendent for decision and a copy sent to the affected employee. The decision of the Superintendent shall be final.

### **PERSONAL PROPERTY OF EMPLOYEES**

7.15 The Board shall reimburse an employee, in an amount not to exceed \$400.00 for loss, damage, theft, or destruction, while on duty of her personal property of a kind normally worn or brought into the school building, when the same has not been caused by the negligence of the employee. This obligation shall not encompass wear, tear, or gradual deterioration of property, or loss of money. This obligation shall not extend to any loss or damage to motor vehicles of an employee. This obligation shall extend only to (that portion of) any such loss not covered by insurance taken out by the employee and shall be payable only after the employee has first exhausted all possibility of collecting for such loss under her own insurance, if any.

7.16 In the event any employee chooses to bring personal property, of a type described above (but excluding clothing and personal effects) and having a value greater than ten dollars (\$10.00), to a work station, the following procedure must first be followed:

7.17 Discuss with the supervisor the manner in which the material or equipment is to be used;

7.18 Discuss the safety factor of the equipment;

7.19 Establish with the supervisor the value of the property prior to its use;

7.20 Determine with the supervisor the length of time the personal property is to remain in the building and assume the responsibility for its removal at a specified time.

## ***LEAVES OF ABSENCE***

### **SICK LEAVE—PERMANENT EMPLOYEES**

7.21 Employees who have completed four years of employment with the Board shall be provided a sick leave program for personal illness or disability to the extent of 80 duty days in any 12-month period. A long term disability insurance program to cover illnesses or disabilities exceeding 80 duty days shall be supported by the Board as provided in Appendix B of this Agreement. Only personal illness or disability as defined in paragraph 7.25 are covered by this sick leave policy. When an employee becomes eligible for LTD benefits, she/he shall be considered to be placed on a health leave for the remainder of the school year, and her /his position shall be posted, notwithstanding her/his continued eligibility for LTD benefits. The employee shall notify the Human Resources department not later than April 30 of her/his intent to return to work for the subsequent school year. Such return shall be subject to all other relevant provisions of the agreement. In the event that the employee is not able to return to work at the commencement of the next school year, an additional year's health shall be granted. In no case shall such leaves extend beyond four years in duration.

### **SICK LEAVE—FIRST FOUR YEARS OF EMPLOYMENT**

7.22 During the first four years of employment employees shall earn a "sick leave" allowance of one day per month. This annual allowance shall be available at the beginning of each work year. Employees under this provision shall be credited with a service accumulation for sick leave purposes at the end of each year equal to the number of unused days in the allowance for that year. These unused sick leave days shall accumulate and may be carried over and used during the second, third or fourth years of employment.

### **ELIGIBILITY—SICK LEAVE**

7.23 All bargaining unit employees who are regularly employed shall be eligible for sick leave.

7.24 Eligibility for unlimited sick leave will commence on the first duty day following completion of four years of employment.

### **DEFINITION OF ILLNESS OR DISABILITY**

7.25 For purposes of sick leave, illness or disability means the complete inability of the employee, due to sickness or injury, to perform any and every duty pertaining to her assignment with the Board. Illness includes cases where emergency medical procedures are required. Appointments for medical examinations and diagnostic testing or for other health or medical care appointments which cannot be scheduled outside the normal work day shall qualify for leave under the terms of sick leave. Illness or disability shall not exist where an employee is actively working for the Board, another employer, or in self-employment. Illness or disability shall not exist where caused or contributed by intentionally self-inflicted body injury or war or any act of war.

7.26 An employee shall keep her immediate supervisor reasonably advised of her whereabouts while on sick leave.

### **BENEFITS**

7.27 Eligible employees on sick leave shall be paid at a daily rate determined by their base salary for regularly scheduled duty days during which they are absent from work by reason of illness or disability.

7.28 If benefits continue to be payable in a succeeding school year, such benefits shall be increased on the date the employee would have begun active employment in such succeeding school year had she not become ill or disabled, such increase to be determined by the employee's contracted base salary for such ensuing school year.

7.29 Sick leave benefits shall be reduced by benefits payable to the employee under the Michigan Workers' Compensation Act, for such period of illness (excepting payments under such laws specifically for hospital or medical expense, or for specific allowances for loss of members or disfigurements) and sick leave will be charged on a pro rata basis. Any lump sum settlement in redemption of liability under such laws shall result in the reduction of sick leave benefits in amounts equal to the workers' compensation benefits the employee would have been entitled to had there been no lump sum redemption, but not to exceed in total the amount of the settlement. Moreover, fringe benefits (including vacation, holidays, insurance benefits, etc.) will not be extended beyond the commencement of long term disability except health insurance which

shall be continued for a period of one year from the date of insurance carrier approval of long term disability benefits.

### **TERMINATION OF BENEFITS**

7.30 The Board has purchased an insurance contract providing Long Term Disability Insurance, as described in Appendix B, for all employees who have completed one year of service. Sick leave benefits shall terminate as of the date the employee exhausts coverage under Paragraph 7.21 or 7.22, or becomes eligible to receive, or would be entitled to receive upon timely pursuit of a claim therefore, monthly income benefits as provided in said long term disability insurance contract.

7.31 Sick leave benefits for employees who qualify under Paragraph 7.21 shall terminate in any event at the expiration of 80 duty days in any 12-month period for which such benefits have been paid to the employee (unless the employee subsequently becomes re-eligible by return to regular employment), notwithstanding the fact that such employee may be ineligible for long term disability insurance benefits for reasons beyond the control of the Board of Education. Sick leave benefits for probationary employees shall terminate upon exhaustion of an employee's accumulated sick leave allowance.

7.32 Sick leave benefits shall terminate upon the occurrence of the employee's retirement date or upon any other separation of employment with the Board.

### **APPLICATION FOR SICK LEAVE**

7.33 In personal illness cases of an emergency or unanticipated nature, personal or telephone notification shall be given to the central office or to the employee's immediate supervisor as soon as possible but normally one (1) hour before the employee reports for work. However, any employee who is scheduled to begin work after 11:00 a.m., will be expected to give three (3) hours notice. Failure to meet this requirement may result in an appropriate deduction of pay unless failure to notify was beyond control of the employee. If the unanticipated illness appears that it will continue beyond the initial day, the employee shall notify her immediate supervisor by 3:00 p.m. of the first day of absence as to the approximate duration of her illness so that substitute arrangements can be made.

7.34 In cases where necessity for sick leave can be anticipated, application for such sick leave shall be made on the prescribed form, available at any school office, and forwarded to the office of the Assistant Superintendent of Human Resources.

### **RETURN TO DUTY**

7.35 When an employee's sick leave absence is anticipated to extend beyond ten (10) duty days, the employee may be required to provide the Human Resources Office with a physician's certificate, on a prescribed form, indicating the nature of such illness and the anticipated period of absence. The employee may be required to file additional certification each thirty (30) days thereafter and immediately prior to return to duty. During the period of confinement, and prior to return to duty, the Board may require an examination by its physician at Board expense. The decision of the Board physician shall be final.

7.36 In the case of a retirement or leave of absence involving an emotional or mental health problem, the Board shall determine such employee's ability to return to duty. This determination may be based on an

advisory opinion from a panel of three qualified physicians. In such cases, the panel of physicians shall consist of one physician selected by the employee, one selected by the Board, and a third selected by the other two appointees. The recommendations of this panel (which shall be advisory only as to the matter) shall be placed in writing, with a copy thereof being made available to the employee. The Board will assume the payment of fees for the services of all three physicians in this regard.

### **ABUSES OF SICK LEAVE POLICY**

7.37 An employee may be required at the time of her absences to furnish information and a physician's certificate concerning her absence as the Board may require. When an employee is unable to substantiate the necessity of sick leave absence by a physician's certification, where required, or where it is otherwise determined by the Board that illness or disability of an employee does not or did not exist although claimed by an employee for purposes of obtaining sick leave, absence from duties in such cases shall be deemed an unexcused absence and subject to pay deduction as well as to other disciplinary action.

### **GENERAL LEAVE OF ABSENCE**

7.38 The Board may grant an employee an unpaid leave of absence for any purpose it considers worthwhile for a period not to exceed one year subject to renewal at the discretion of the Board for an additional period not to exceed one year.

7.39 In order to provide for continuity in the performance of duties the following rules shall apply in cases of pregnancy:

7.40 The employee shall inform the Board within a reasonable time after she has confirmation of her pregnancy;

7.41 The employee shall submit periodic medical reports on prescribed forms, as requested, to assure the Board of the employee's ability to perform her duties;

7.42 The employee shall be eligible for sick leave at the time she becomes disabled as certified by her physician;

7.43 Within three weeks after delivery the employee shall file with the Human Resources Office a recommendation from her physician of the tentative date of return to duties. If the employee desires a leave of absence the same must be requested by the end of the third week following delivery of the child;

7.44 When the employee's physician certifies that the disability has ended the employee shall immediately return to her duties;

7.45 When the Board questions the certification of the employee's physician as to the beginning and/or ending of the period of disability (more than one month before or after delivery), it may seek an opinion concerning the same from its physician. Any examination required by the Board shall be at Board expense. The decision of the Board physician shall be final.

## **SHORT LEAVES**

7.46 Leaves of absence for less than one half of a school year are defined as Short Leaves. Such leaves may be granted under conditions prescribed by the Board and/or this Master Agreement.

7.47 Short Leaves are classified as follows: Personal Leave, Personal Illness (Sick Leave), Illness or Death in Immediate Family, Court Appearance, Jury Duty, and Special.

7.48 Short leave application forms as furnished by the Board are to be completed for all such leaves (except unplanned leaves for personal illness) prior to the leave. When this is not possible due to unusual circumstances the application shall be completed and processed at the earliest reasonable date.

## **PERSONAL LEAVE**

7.49 A maximum of three (3) days per school year with pay may be provided each regular employee as Personal Leave.

7.50 It is agreed that personal leave days are provided for the vast number of legitimate business, professional and family obligations an employee encounters which cannot be met outside scheduled working hours and which, if not otherwise met, would result in some financial loss or personal hardship. All such personal leave days are subject to prior approval from the Department of Human Resources. A short leave application must be processed before the leave occurs. Notification of intent to be absent shall be given at the earliest possible time.

7.51 If the employee requests two or more consecutive personal leave days she shall on the application therefore specify the nature and purpose of the leave.

7.52 It is not permissible to use personal leave for: recreational or sporting events (hunting, fishing, athletic contests of all kinds), shopping, job hunting, vacation, other employment of any kind, absences to accompany a spouse on a business convention, or vacation trip.

7.53 Personal leave normally shall not be available immediately before or after holidays, breaks and vacation days. Exceptions to this rule may be granted in unusual circumstances by the Assistant Superintendent of Human Resources.

## **LEAVE FOR DEATH IN THE IMMEDIATE FAMILY**

7.54 Leave with pay for up to five (5) duty days will be allowed for the funeral of an immediate family member. Days may be taken non-sequentially within the current school year.

7.55 Immediate family shall mean: grandparents, mother, father, mother-in-law, father-in-law, brother, sister, child, daughter-in-law, son-in-law, grandchild, spouse, step child, step parents, and step grandparents. Leave for death of an additional household member may be granted by the Assistant Superintendent of Human Resources upon request.

7.56 Leave with pay for one day will be allowed for the death of an aunt, uncle, first cousin, niece, nephew, brother-in-law and sister-in-law.

### **LEAVE FOR ILLNESS IN THE IMMEDIATE FAMILY**

7.57 Leave with pay not to exceed two days per occurrence and four (4) occurrences per year or a maximum of eight (8) days per year will be allowed for emergency or serious illness in the immediate family. This leave is primarily for the purpose of making arrangements for necessary medical or nursing care. Under special circumstances, additional time may be granted by the Superintendent.

7.58 Immediate family for this purpose shall mean: mother, father, child, spouse, step child, step parents, grandparents, grandchildren, step grandparents, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law. Leave for illness of an additional household member may be granted by the Assistant Superintendent of Human Resources upon request.

7.59 Deleted

7.60 Personal leave may be used for absences for emergency or serious illness outside of the immediate family.

### **SPECIAL LEAVES**

7.61 The Superintendent may approve a request for a special short leave, with or without pay, for a period of less than one semester.

7.62 The Board, at the request of a non-probationary employee, shall provide a special short leave of absence without pay. Such requests shall be submitted in writing to their immediate supervisor and to the Assistant Superintendent of Human Resources fourteen (14) calendar days prior to the requested leave. Such leave shall be for the number of days requested by the employee up to a maximum of ten (10) duty days. The ten (10) days may be taken at one time or may be split up and taken on two or three occasions during the duration of this contract. However, leave may not be taken at times which will interfere with continuity of operations (i.e., beginning and ending of the school year, student count days).

### **FAMILY MEDICAL LEAVE ACT (FMLA)**

7.63 The Board will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family Medical Leave Act of 1993 (FMLA). All requests for such leave will be made to the Assistant Superintendent of Human Resources. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee must give as much notice as is practicable. Proper certification of the reason for the leave must be provided. An employee may be required to use all available paid leave time (i.e., sick leave, personal leave, and/or vacation leave) for all or part of the duration of the leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to her/his position held prior to the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

### **COURT APPEARANCE**

7.64 An employee shall be compensated by the Board to the extent of the difference between the employee's daily salary and the amounts she is paid for a required appearance in a court of record as a plaintiff, defendant or witness under subpoena in a case connected with her employment while absent from

work for such purposes. The same shall hold true when an employee is subpoenaed as a witness to appear in a court of record. This does not include compensation for time spent attending discovery proceedings related to such cases.

### **JURY DUTY**

7.65 A paid leave of absence shall be granted any employee who is summoned and reports for jury duty during the months she is assigned to work. However, the employee shall report for work on those duty days of the week when the court rules or custom dictates that no jury trials are to be conducted, or the jury panel is not required to be in attendance at court. Any employee assigned to jury duty shall promptly inform the Department of Human Resources of any days she will be available for duties during said period.

### **GENERAL PROVISIONS**

7.66 Return to duty from extended leaves of absence shall be subject to the following conditions:

7.67 Satisfactory evidence of physical or mental health shall be filed with the Board as directed before the employee is returned to duty;

7.68 An employee shall be returned to her assignment at the conclusion of a period of approved leave not to exceed one-half of the employee's work year, subject to Article IX (Reduction of Staff.) The Board shall make every effort to return an employee who has been on an extended leave of absence exceeding one-half of her work year to the same or comparable job to that held before the leave, and shall extend the leave for an additional year if requested to do so by an employee who is unwilling to accept a different assignment;

7.69a Absences from work, except for approved leaves, shall result in loss of 7½ times the employee's "hourly rate" of pay or 7 times the hourly rate if it occurs during summer hours, whatever is appropriate.

7.69b Prior to June 30, the Board will provide detailed information or a convenient means for obtaining information about each employee's attendance for the preceding school year.

### **BUILDING FACILITIES**

7.70 The Association and its members may use the Board's building facilities at reasonable times and hours for meetings when such building(s) are available and operating staff are on duty. The request for building use must be made to the building administrator. The Association and its members may make use of Board's equipment and supplies at times and under procedure approved by the building principals or Superintendent of Schools. The Association agrees to reimburse the Board for damage to equipment entrusted to its use and for any materials used for its purposes. The Association may post Association notices on any bulletin board ordinarily designated for Association use.

## ARTICLE VIII

### *WORKING CONDITIONS*

#### WORK YEAR AND WORK DAY

- 8.0 Twelve (12) month employees; July 1 - June 30.
- 8.1 Eleven (11) month employees; 238 duty days, during period from July 27 through June 30.
- 8.2 Ten and three-fourths (10-3/4) month employees; 233 duty days, during period from August 2 through June 30.
- 8.3 Ten and one-half (10-1/2) month employees; 227 duty days, during period from August 10 through June 30.
- 8.4a Ten (10) month employees; 216 duty days. Up to seventeen (17) duty days shall be scheduled in some combination immediately prior to the first student attendance day or immediately after the last student attendance day. The work year will not extend beyond June 30.
- 8.4b Ten and one-quarter (10.25) month Secretary to the Elementary Principal employees; 221 duty days. Up to twenty-two (22) duty days shall be scheduled in some combination immediately prior to the first student attendance day or immediately after the last student attendance day. The work year will not extend beyond June 30.
- 8.5 Nine and three-fourths (9-3/4) month employees; 211 duty days, during period from August 31 through June 30. Such duty days will be contiguous with student attendance days.
- 8.6 Nine and one-half (9-1/2) month employees; 206 duty days, during period from August 31 through June 30. Such duty days will be contiguous with student attendance days.
- 8.7 Nine (9) month employees; 194 duty days, during period from August 31 through June 30. Such duty days will be contiguous with student attendance days.
- 8.8 Full time employees shall work a five day week consisting of 37 hours per week during the school year except during the winter, midwinter, and spring recesses when such employees shall work 7 hours per day. During the school summer vacation employees shall work 35 hours per week if they are scheduled for duty during this period of time.
- 8.9 The starting time and length of daily working hours for each employee shall be determined by the Superintendent. The times and hours shall be posted and are subject to change upon 10 days notice except when unusual or emergency situations necessitate an earlier change. Each full time employee shall have a lunch period of one hour per working day, and two fifteen minute relief periods per day.
- 8.10 While there is reserved by the Board the right to schedule overtime, it is its policy to keep overtime at a minimum. However, overtime shall not be used to reduce the work force.
- 8.11 During the period school is in session—when employees are required to work 7½ hours per day—an overtime employee will earn 1½ times their hourly rate set forth in Appendix A for each hour (or portion



thereof) worked in excess of eight (8) hours per day or forty (40) hours per week. All hours (or portion thereof) worked up to eight (8) hours per day or forty (40) hours per week shall be paid at the straight time rate. Approved sick leave days, personal leave days, or holidays shall be considered as time worked when overtime is due.

8.12 Employees required to work on any of the holidays listed in Paragraph 10.38, shall receive double their regular hourly rate for all hours worked in addition to full pay for said holidays, except as modified by Paragraph 10.42. Vacations will not affect overtime.

8.13 The Board may hire extra help to do bargaining unit work at a rate the Board may determine at the time of hiring. Such positions shall be considered as temporary and shall not be included in the bargaining unit unless the period of work exceeds 60 duty days. If the temporary employee is still needed after 60 duty days the administrator must consult with the Association to request an extension not to typically exceed 30 additional duty days. After such period the positions will be posted. Persons hired for these posted positions shall be placed on the appropriate salary schedule and shall be subject to the provisions of the *Master Agreement*.

#### **OVERTIME AND COMPENSATORY TIME**

8.14 Approved overtime in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at time and one-half in money or compensatory time.

8.15 Approved overtime in excess of the regular work day or work week but less than eight (8) hours per day of forty (40) hours per week shall be compensated at straight time in money or compensatory time. If compensatory time is granted the following guidelines shall be observed:

8.16 Not more than forty (40) hours of compensatory time may be accumulated for any one employee;

8.17 Prior approval of the supervisor is to be obtained before the employee puts in the overtime;

8.18 A current record of extra time worked and compensatory time taken shall be kept in the building/department, all entries to be initialed by the supervisor and the employee;

8.19 Compensatory time shall be scheduled as mutually agreeable and as soon after it is accumulated as is reasonable. The intent is to award compensatory time the same week extra time is worked. Failing that, the same month, but in no event later than six (6) months after the extra work is performed;

8.20 Extra time shall be based on any hours in excess of 37 per week during the time school is in session (September - June) and in excess of 35 per week when school is recessed for the summer;

8.21 All supervisors are to give a summary report to the Department of Human Resources December 31 and June 30 annually, detailing any accumulated extra time which has not been repaid via compensatory time or by payment of overtime pay;

8.22 When an employee works outside of her regular work year, such time shall be compensated as either wages to be paid at the employees regular rate of pay or, if offered by the employer, compensatory time.

## **EVALUATION OF WORK OF EMPLOYEES**

8.23 The work of a new employee shall be evaluated in writing by her immediate supervisor to the Assistant Superintendent of Human Resources near the end of any probationary period of employment and at the discretion of the Assistant Superintendent of Human Resources, annually, but no less than once every three years thereafter. An employee shall have the opportunity to discuss her evaluation with her supervisor, a reasonable length of time to prepare a supplementary statement for inclusion in her own files if she wishes, and a copy of the evaluation for her own files. Employees shall have access to their personnel files. The content of evaluations shall not be subject to the grievance procedure but shall be subject to the provisions set forth in paragraph 7.14.

8.24 The Board agrees to consult with the Association concerning the content of the forms to be used in the evaluation process.

## **PROBATIONARY PERIOD**

8.25 Probationary employees shall be on probation for the first six months of employment during their work year. If the probationary period is not completed by the end of the current year the time remaining for its completion shall be served during the next year.

8.26 Probationary employees shall not be eligible for any benefits during the first sixty (60) days of employment. Upon successfully completing this trial period such employees will become eligible for benefits provided they meet the conditions and requirements for the same.

8.27 There will be no seniority among probationary employees. Upon satisfactory completion of the probationary period the employee's seniority will be computed from the first day of employment.

8.28 The Association shall represent probationary employees for the purpose of collective bargaining, and administering the Agreement. However, during the probationary period the Board shall have sole discretion in matters of discharge and discipline of such employees which action shall not be subject to review through the grievance procedures except as provided in Paragraph 8.45.

8.29 Probationary employees are not eligible to apply for a transfer or a promotion to another position in the bargaining unit.

## **DISCIPLINARY ACTION—GENERAL**

8.30 No employee who has completed probation shall be disciplined without reasonable and just cause.

## **DISCIPLINARY ACTION**

8.31 The three levels of disciplinary action, listed in ascending order of severity normally shall be implemented by the Board in the event such action becomes necessary:

8.32 Written reprimand;

8.33 Suspension without pay;

8.34 Discharge.

8.35 Also, loss of pay (dockings) may be imposed for unauthorized absences.

### **DISCHARGE OR DEMOTION**

8.36 The Board of Education shall consider the following acts as examples of, but not limited to, the type of conduct which may constitute just and reasonable cause for discharge or suspension without pay of an employee. In appropriate cases, the following acts may in lieu of an immediate discharge or demotion, result in a written reprimand to the employee:

8.37 Insubordination, which is defined as a willful disobedience of an order or instruction of a designated superior acting within the realm of his responsibility and authority subject only to the situation where compliance with the order or instruction would clearly endanger the health or safety of the employee involved. The Board of Education may consider an unauthorized absence by an employee from her duties as insubordination;

8.38 Repetition of conduct which was the basis of a previous written warning to the employee during the same school year or of two prior written warnings (for the same or similar offense) given the employee any time during a two (2) year period of employment by The Grosse Pointe Public School System;

8.39 An intentional false material statement or representation made in her employment application, if discovered in the first three years of employment;

8.40 Intentional destruction, or theft of property of the Board of Education, or of fellow employees of the Board, or of a student;

8.41 Any misconduct, endangering or threatening to endanger, the person or reputation of any other employee or any student;

8.42 Reporting to work in an intoxicated condition and/or the use or consumption of alcohol during assigned working hours;

8.43 Any behavior on the job which is illegal either under federal or state laws or statutes;

8.44 Conviction of, or pleading guilty or no-contest, to a felony charge in any criminal court of record.

### **DISCHARGE OF PROBATIONARY EMPLOYEES**

8.45 The Board may, at its discretion, discharge an employee at any time during her six month probationary period. If such probationary employee has successfully completed her sixty day trial period she may appeal such discharge through the grievance procedure up to Level Three. However, the decision of the Assistant Superintendent of Human Resources shall be final.

**DISCIPLINE—MISCELLANEOUS**

8.46 No grievance complaining of the validity or reasonableness of any disciplinary rules adopted by the Board shall be recognized until action is taken by the Board under such a rule.

8.47 No employee shall be given a written or oral reprimand or notice of any type of discipline by an administrator in the presence of any other person except an Association representative and/or another administrator there at the request of the employee and/or the administrator.

**TERMINATION OF EMPLOYMENT**

8.48 The employee or the Board shall be required to provide the other two weeks notice (10 working days) whenever the termination of employment is to occur, except during the initial 60 day trial period, when a one day notice is all that is required. Failure of the employee to give such notice shall result in a forfeiture of all accrued vacation pay owing the employee. Failure of the Board to give such notice shall cause the Board to be liable for pay to the employee beginning on the date, if any, such notice is actually given, to a maximum of ten (10) days pay.

**SEVERANCE PAYMENT**

8.49 The Board shall provide employees \$200 per year for all completed years of service with the Board when such services are severed per mutual agreement of the parties. Such severance would not be awarded as a result of termination due to a disciplinary action resulting in dismissal per paragraph 8.36 or without proper due notice of the employee per paragraph 8.48.

**ARTICLE IX*****REDUCTION OF STAFF***

9.0 The Association acknowledges that among the rights reserved to the Board under Article III hereof, is authority to reduce the clerical staff in the School District and in any of its schools, particularly when such action is necessitated by reason of an insufficiency of operational tax revenues available to the Board, by reduced enrollments, or by the closing of a school building(s).

9.1 The Board shall consult with the Association, prior to finalizing any plan resulting in the reduction of clerical staff, concerning the necessity for such action. Procedures for identification of employees whose employment will be affected by such action will be discussed with the Association before any action is taken. A determination by the Board to reduce the clerical staff shall not be subject to appeal through the grievance procedure.

9.2 When a reduction of staff due to lowered enrollments, insufficiency of operating revenues, and/or modification of work loads in a building or department is mandated, the Association agrees that after consultation with the Board, the reduction may be accomplished either via the lay off of employees or via the shortening of the work year of one or more employees in a building and/or department to achieve the necessary budget economies. The Board pledges to make every reasonable effort to obtain the necessary financial support to prevent such reductions in staff and/or curtailments of work years as well as to make appropriate adjustments to work loads if the work force is reduced.

### **DEFINITION OF SENIORITY**

9.3 Seniority shall be earned during employment in any of the salary classifications set forth in Appendix A hereto (Salary Schedule). Subject to the following conditions:

9.4 A full year of employment shall count the same as any other full year of employment even though the number of duty days may be different;

9.5 An assignment which begins any time after the first day of any school year (July 1) shall count as a fractional year of service, rounded to the nearest whole month;

9.6 All bargaining unit members shall receive full seniority credit for all years of service in assignments in the bargaining unit;

9.7 An employee's beginning seniority date shall be their original date of hire if they successfully complete their probationary period within the bargaining unit, or their official date of transfer into this bargaining unit from any other bargaining unit—seniority does not carry over between bargaining units.

### **LOSS OF SENIORITY**

9.8 All seniority is lost when:

9.9 There is a voluntary severance of employment, in writing, by the employee; or

9.9a There is a voluntary transfer to another bargaining unit; or

9.10 The employee is discharged for just and reasonable cause; or

9.11 The employee is laid off for a period of one year or the length of her seniority, whichever is the greater period.

9.12 An employee who has been laid off in a reduction of staff, refuses an offer in writing from the Board for a position for which she is qualified and is at least equal in time worked per day to her former position, or refuses to respond in writing within fifteen (15) days of mailing of a written offer from the Board of a position for which she is qualified and is at least equal in time worked per day to her former position.

9.13 A written seniority list shall be prepared annually by February 1st. Such list shall be posted in all buildings of the School District and a copy provided to the Association. This list will include those members currently on lay-off.

### **NOTICE OF REDUCTION OF STAFF**

9.14 Whenever possible, a written notice of discontinuance of service because of a necessary reduction of staff shall be given to each employee affected thereby not later than June 1st of each school year, if such discontinuance is to become effective as of the end of that school year. Where services of an employee are

discontinued at a time other than the end of the school year, the Board will provide any employee whose services are to be discontinued ten days notice, whenever possible.

### **PROCESS OF STAFF REDUCTION**

9.15 General principles to be observed by the Board in effecting a reduction of staff will be as follows:

9.16 For the purposes of this article, there shall be five (5) seniority classifications, identical to those described in Appendix A hereto (Classifications A-E);

9.17 Vacancies developing in the normal course of events shall not be filled by newly hired employees, if there are currently in the employ of the Board unit members in the same or higher classification as the vacancy and whose jobs have been identified as subject to elimination;

9.18 Probationary employees working in the classification where positions will be eliminated shall be laid off prior to the layoff of any seniority employee in the classification, provided there are qualified employees available to perform the work of the probationary employee.

9.19 An employee whose position is to be eliminated or whose work year and/or work day is to be shortened or who will be displaced by another employee, in a reduction of staff, the following procedure shall be followed:

1. The employee shall be transferred to an open position in her classification for which she is qualified and that is comparable in length of day to that held at the time of the reduction;
2. If no such open position exists, the employee shall have a single right to exercise seniority in her own or lower rated classification against the lowest seniority employee therein to retain a position comparable in length of day to that held at the time of reduction.

9.20 Any employee who has worked the full school year and has severed employment or been laid off will receive health, dental and vision insurance benefits for the months of July and August. Any employee who works more than half a year but less than a full year and had severed employment or has been laid off will receive an additional month of health, dental and vision insurance benefits.

### **RECALL**

9.21 Any employee who has completed probation and whose service within the school district has been terminated because of a necessary reduction in staff, upon application, shall be appointed to the first vacancy within the classification where she was working as of the date she was laid off, or in another lower rated classification in which she is qualified, based upon her relative seniority in the school system. No laid off employee shall be entitled to be recalled to a vacancy in a higher classification than that she was assigned at the time of her layoff unless (i) there are no other qualified employees with greater seniority available to fill that position and (ii) she is qualified for such higher position.

## ARTICLE X

### ***SALARY SCHEDULE AND OTHER BENEFITS***

#### **SALARY SCHEDULES**

10.0 The salary schedule of employees covered by this Agreement and conditions governing such schedule, are set forth in Appendix A to this Agreement, which is attached hereto and made a part hereof.

#### **IMPLEMENTATION OF SALARY AND FRINGE BENEFIT POLICIES**

10.1 If the Board determines that there has been or will be a significant reduction in the duties of a clerical staff member as a result of change in the organization of a department or office, or a change in the role or the title of the administrator of a department or office or in the function of a department or office, there shall be no downward change in classification or change in salary status of a clerical staff member for at least 120 duty days or until the end of the employee's work year, whichever is longest. If the Board determines that there are no significant reductions in duties of the clerical staff member, the classification shall remain the same.

10.2 During this period (120 duty days or ending of work year) the employee may opt to take the first opening available of equal classification provided she is considered by the Board to have skills and ability to perform the job. In such a situation posting is not necessary.

10.3 This section shall not, in any way, supersede the provisions of Article IX, Reduction of Staff.

#### **ANNUAL INCREASE IN COMPENSATION**

10.4 All employees who have not reached the maximum salary step of their classification shall be entitled to advance to the next step in their classification at the beginning of each work year, except as provided in Paragraph 10.5.

10.5 Employees who have worked at least one-half of their work year will be entitled to advance to the next higher step on the salary schedule at the beginning of the work year.

#### **PROMOTION TO ANOTHER CLASSIFICATION**

10.6 An employee who is upgraded to a higher classification will remain on the same step she was on in her former classification. (Example: Classification A, Step 5 to Classification B, Step 5). The foregoing shall not apply to employees demoted for just and reasonable cause. The Board may make individual adjustments over the above guarantee as to the salary step of any employee transferred to another classification.

10.6a The classification of a new job or the reclassification of an existing position which has undergone significant change is the responsibility of the Board.

10.6b Should the Association disagree with the classification of a new position or the reclassification of an existing job, it may appeal to the Job Evaluation Review Committee. The Job Evaluation Review Committee will be composed of two members, appointed by the President of the Association and two members appointed by the Board. The appeal shall be in writing and shall contain a concise statement of the facts upon which the appeal is based, along with the reasons why the Association disagrees with the decision of the Board. The appeal must be filed within 21 calendar days after the Association has been notified of the classification or reclassification. After review of the appeal, the committee will forward its recommendation to the Superintendent. The decision of the Superintendent will be final.

10.6c Employees requesting a reclassification shall submit their request to the Job Evaluation Review Committee. Employees requesting a change to a higher classification must demonstrate that there has been a significant change in the skills required to perform the job or that the job responsibilities have significantly increased.

10.6d The Job Evaluation Review Committee shall review Appendix A, "Office Personnel Classification" and make recommendations to the Board and the Association

### **TEMPORARY ASSIGNMENTS**

10.7 Any employee who is required to temporarily assume the duties of another bargaining unit employee shall be paid at her regular rate of pay for the first five (5) continuous working days. If she is required to continue in such temporary position for more than five (5) continuous working days:

10.8 She shall be paid at the rate within the higher classification that corresponds to her present step. The employee shall be paid the higher rate of pay only in the event that she assumes the major portion of the higher classification duties;

10.9 The additional pay of the higher classification shall be retroactive to the first day of assuming such additional duties.

### **SHIFT DIFFERENTIAL**

10.10 Deleted

### **CREDIT HOURS**

10.11 Employees who have taken job related courses since July 1, 1988 will be paid additional compensation in accordance with the schedule set forth below. The courses must have been taken outside of working hours. The determination of whether an out-of-district course is job related will be made by the Assistant Superintendent of Human Resources. The differential will be included in the overtime rate. By June 1, each employee will be given an accounting of his or her credit/course status.



Credit Hours	Hourly Differential
75	.52
150	.64
225	.74
300	.85
375	.95

### **ELIGIBILITY FOR FRINGE BENEFITS**

10.12 Full time salaried employees (those employees who work full time for nine or more months per year) are eligible for all of the fringe benefits provided by the Board, provided the employee meets the conditions set forth in Paragraphs 10.14-10.19 (long service increments), 7.21-7.24 (sick leave), 10.38-10.44 (paid holidays), 10.22-10.37 (vacations) and Appendix B (insurance benefits).

10.13 All bargaining unit employees who are regularly employed shall be eligible for long service increments, sick leave, paid holidays and vacations on a prorated basis (the proportion that their regularly scheduled hours of work per week bears to thirty-seven (37) hours) provided they meet the conditions and requirements for such benefits. They shall also be eligible for insurance benefits. However, the Board's contribution to the premium cost of such benefits shall be limited to that percentage of the premium cost which is equivalent to the percentage of full time service rendered by the employee. The balance of the premium cost shall be paid by the part time employee, if she elects to be covered, under a payroll deduction plan established by the Board.

### **LONG SERVICE INCREMENTS**

10.14 An employee shall qualify for long service increments by serving ten (10) years with the Board as a salaried (full or part time) employee in any bargaining unit. Long service increments for such eligible employees shall be calculated on an hourly rate of pay and determined as follows:

	2009	2010-2013
10.15 After the employees 10th anniversary date	.35	.45
10.16 After the employees 15th anniversary date	.51	.61
10.17 After the employees 20th anniversary date	.69	.79

10.18 All bargaining unit employees who are regularly employed shall be entitled to a long service increment on completion of the above service requirements on a pro-rated basis. The long service increment shall bear the same relationship to a full increment as the part time assignment bears to a full assignment. Such part time salaried employment must be consecutive and continuous to be counted for longevity purposes.

10.19 Long service increments shall be payable beginning with the first paycheck due the employee after the employee's 10th, 15th, or 20th anniversary date (assuming full seniority has been accrued). The employee shall be responsible for giving the Human Resources Department thirty (30) days written notice of the impending anniversary date. Retroactive payment to the anniversary date will not be made to an employee failing to notify in a timely manner. Appointment letters must indicate long service amounts separately from monthly salaries.

**PAY PERIOD**

10.20 Employees will receive their paychecks in 26 installments.

10.21 The Board agrees, upon written authorization of the employee, to make available the opportunity for direct deposit of employee's pay checks to the bank(s) and account(s) of their choice. Procedures for this process will be established by the Business Office and be implemented within 60 days of the ratification of this document.

**INSURANCE BENEFITS**

10.22 The Board will provide the income protection and insurance benefits for eligible employees covered by the Master Agreement set forth in Appendix B.

**VACATIONS**

10.23 Twelve month employees and employees hired prior to July 1, 1977, who are actively employed by the Board during the school years covered by this agreement shall be entitled to vacations as described below. Vacations are calculated on a fiscal year basis.

10.24 1st year - 1/2 day for each month worked for 12 month employees (may not be used until after completion of probationary period.)

10.25 2nd year - 3/4 day for each month worked for 12 month employees.

10.26

	<b>12 months</b>	<b>11 months</b>	<b>10½ months</b>	<b>9½-10 months</b>	<b>9 months</b>
3-5 years	10 days	9 days	8½ days	8 days	7 days
6-12 years	15 days	14 days	13 days	12 days	11 days
13 or over	20 days	18 days	17 days	16 days	15 days

10.27 Employees hired on or after July 1, 1977, for less than 12 months work will receive a vacation allowance in accordance with Paragraph 10.36. When an employee moves to a 12 month position her vacation allowance will be calculated from her original date of hire.

10.28 Vacation time earned or granted during the current fiscal year (July 1 - June 30) must be taken no later than December 31st of the next fiscal year. No employee will earn vacation time while on (paid or unpaid) sick leave which exceeds twenty (20) consecutive duty days.

10.29 Twelve (12) month employees working regularly on a part time basis of half time or more shall be granted vacation allowance in accordance with the above schedule, but on a prorated basis. The pro-ration shall be the fraction that their regularly scheduled hours of work per week bears to 37 hours.

10.30 Except with special advance permission from the Board, no vacation pay will be given for unused vacation days.

10.31 Vacations are to be taken at such times as mutually agreed upon by the employee's immediate supervisor and the employee, and as approved by the Assistant Superintendent of Human Resources.

10.32 It is required that vacations for eligible employees who work less than twelve months must be taken during the winter, midwinter, and spring recesses or when schools are closed. Any excess time may be taken at times which will not interfere with the continuity of operations and which is mutually agreed upon.

10.33 Upon resignation or other termination of service, employees shall receive a prorated portion of the vacation pay to which they are entitled for the year in which resignation or termination of service occurs.

10.34 Prior service with the Board which is interrupted by a period of more than twelve (12) consecutive months where employment with the Board was ceased, shall not be considered in compiling eligibility for vacations.

10.35 Employees who are not eligible for any vacation allowance may request time off without pay when schools are closed. Such request will be granted upon the approval of the immediate supervisor and the Assistant Superintendent of Human Resources.

10.36 Employees who work less than 10.5 months and are not eligible for vacation allowance under paragraph 10.23 and are on Step 4 or higher of the current wage schedule will be granted four (4) vacation days with pay during the winter, mid-winter, or spring recess or when schools are closed. Employees who work less than twelve (12) months but 10.5 months or more and are not eligible for vacation allowance under paragraph 10.23 and are on Step 4 or higher will be granted six (6) vacation days with pay during the winter, mid-winter, or spring recess or when schools are closed.

10.37 All employees who have completed their probationary period with the Board and who have used three (3) days or fewer days of personal illness and/or illness in the immediate family shall be eligible for bonus vacation day(s) during the following year according to the chart below. Employees who do not earn vacation will be eligible to receive time off from work as bonus vacation day(s) at their regular rate of pay.

<u>Number of absence days</u>	<u>Bonus vacation days</u>
2 or 3	1
1	2
0	3

### **HOLIDAYS**

10.38 The following days each year are recognized as paid holidays for those employees in whose work year they fall:

Holiday	2009-2010	2010-2011	2011-2012	2011-2012
Independence Day	July 3	July 5	July 4	July 4
Labor Day	September 7	September 6	September 5	September 3
Thanksgiving	November 26 and November 27	November 25 and November 26	November 24 and November 25	November 22 and November 23
Christmas	December 24 and December 25	December 23 and December 24	December 22 and December 23	December 24 and December 25
New Year	December 31 and January 1	December 30 and December 31	December 30 and January 2	December 31 and January 1
M L King, Jr. **	January 18	January 17	January 16	January 21
Mid-Winter Break *	February 15 *	February 21 *	February 20 *	February 18 *
Spring Break	April 2	April 25	April 6	March 29
Memorial Day	May 31	May 30	May 28	May 27

\* According to Paragraph 10.39

\*\* According to Paragraph 10.45

10.39 If the G.P.E.A. calendar does not provide a date for a mid winter break, the members of the Association of Educational Office Personnel will receive the Monday after Easter in lieu of that as a paid holiday.

10.40 If Christmas Day or New Year's Day occur on a Thursday, the Friday of that same week is to be considered a holiday with pay.

10.41 Eligibility of regular part time salaried employees for holiday pay shall be contingent upon whether or not the holiday falls on a scheduled work day.

10.42 It is understood that if school is in session on any day when a holiday is to be observed, the Board will arrange for such holiday to be observed on another day.

10.43 Employees who are required to work on a snow day when the school system is closed will be granted equal compensatory time at a later date.

10.44 Deleted

10.45 If the GPEA calendar does not provide a day off for students on Martin Luther King, Jr. day, then the members of the GPAEOP will not have that day as a paid holiday.

## **ARTICLE XI**

### ***STRIKE PROHIBITION***

11.0 The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan, by public employees are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. 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 or group of employees.

## **ARTICLE XII**

### ***MISCELLANEOUS***

12.0 This Agreement shall supersede any rules, or practices of the Board which shall be contrary or inconsistent with its terms.

12.1 Neither the Board nor an individual employee shall negotiate an agreement that is contrary to any of the terms and conditions of this Master Agreement.

12.2 If any article or section of this Agreement shall at any time be held contrary to law by a court or tribunal of competent jurisdiction from whose final judgment for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect, and upon written request by either party, within ten (10) days of the action, the parties agree to confer in an attempt to reach a mutually satisfactory replacement, if necessary.

12.3 In 1977 the State Legislature shifted the 5% retirement contribution paid by employees to the Board. In the event the Legislature shifts the 5% retirement contribution, or any part thereof, back to employees, the Board will, upon the effective date of such shift, increase the salaries of employees by the same percent of the retirement contribution that is shifted back to the employees, but not to exceed the 5% which was shifted to the Board in 1977.

12.4 Program Advisory Committees (PAC's) are established to facilitate the site based budgeting process. Participation on such committees is voluntary. If the employee participates on a PAC, he/she will receive credit hours for the time spent during non-duty hours.

12.5 Except where clearly intended to refer solely to the members of the Board of Education of The Grosse Pointe Public School System, the word "Board" as used herein, may have reference either to said Board of Education or to the Administrative Staff of the School District.

## **ARTICLE XIII**

### ***DURATION OF AGREEMENT***

13.0 This Agreement and all of its provisions (subject to any provisions hereof which are expressly stated to become effective at a later date) shall be effective July 1, 2010. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:

13.1 Ratified by a majority of the Association present and voting at a meeting duly called for such purpose and provided that at least one-half ( $\frac{1}{2}$ ) of the membership of the Association is present;

13.2 Approved by the Board of Education of The Grosse Pointe Public School System by resolution duly adopted.

13.3 This Agreement shall continue in full force and effect to and including June 30, 2013, and thereafter for successive one (1) year periods, unless notice of termination is given in writing by either party to the other, not less than three (3) months nor more than six (6) months prior to June 30, 2013 or successive anniversaries of such date; and upon giving of such notice, this Agreement shall terminate as of June 30, 2013, or a successive anniversary of such date, as the case may be. As indicated (in paragraph 13.3), the

contract that expired as of June 30, 2009 did extend for one (1) successive year period and concluded as of June 30, 2010.

13.4 Neither party shall demand any modifications of this Agreement; nor shall either of them be obligated to bargain collectively with the other with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered herein, even though the same may not have been within the knowledge or contemplation of either party at the time of negotiation of this Agreement, unless the right to request subsequent negotiations as to a specific matter is expressly provided herein.

13.5 Any notices required hereunder shall be sufficient if mailed:

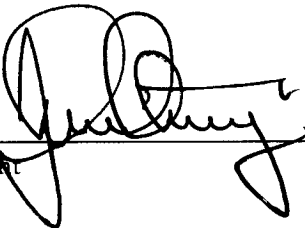
To the Board: C/O Assistant Superintendent of Human Resources  
The Grosse Pointe Public School System  
389 St. Clair Avenue  
Grosse Pointe, Michigan 48230

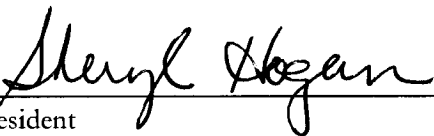
To the Association: The then elected President of the  
Grosse Pointe Association of Educational  
Office Personnel  
at her residence


13.6 IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

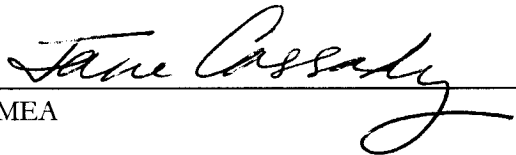
Board of Education  
The Grosse Pointe Public School System  
Wayne County, Michigan

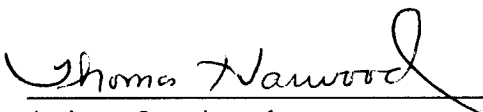
Grosse Pointe Association of Educational  
Office Personnel

By  \_\_\_\_\_  
President

By  \_\_\_\_\_  
President

 \_\_\_\_\_  
Secretary

 \_\_\_\_\_  
MEA

 \_\_\_\_\_  
Assistant Superintendent  
Human Resources and Labor Relations

## APPENDIX A

## OFFICE PERSONNEL SALARY SCHEDULE 2009-2012

	Step	2009	2010-2011	2011-2012		Step	2009	2010-2011	2011-2012
Classification A	1		11.75	11.75	Classification C	1		13.79	13.79
	2		12.56	12.56		2		14.74	14.74
	3	13.50	13.50	13.50		3	15.85	15.85	15.85
	4	14.32	14.32	14.32		4	16.66	16.66	16.66
	5	15.13	15.13	15.13		5	17.57	17.57	17.57
	6	15.93	15.93	15.93		6	18.35	18.35	18.35
	7	16.71	16.71	16.71		7	19.20	19.20	19.20
	8	17.50	17.50	17.50		8	20.11	20.11	20.11
	9	18.31	18.31	18.31		9	20.90	20.90	20.90
	10	19.10	19.29	19.48		10	21.82	22.04	22.26
Classification B	1		12.68	12.68	Classification D	1		14.37	14.37
	2		13.55	13.55		2		15.36	15.36
	3	14.57	14.57	14.57		3	16.52	16.52	16.52
	4	15.39	15.39	15.39		4	17.37	17.37	17.37
	5	16.20	16.20	16.20		5	18.24	18.24	18.24
	6	17.03	17.03	17.03		6	19.11	19.11	19.11
	7	17.82	17.82	17.82		7	20.02	20.02	20.02
	8	18.70	18.70	18.70		8	20.88	20.88	20.88
	9	19.49	19.50	19.50		9	21.78	21.78	21.78
	10	20.33	20.53	20.73		10	22.64	22.87	23.09
				Classification E	1		15.02	15.02	
					2		16.06	16.06	
					3	17.27	17.27	17.27	
					4	18.09	18.09	18.09	
					5	18.97	18.97	18.97	
					6	19.87	19.87	19.87	
					7	20.76	20.76	20.76	
					8	21.62	21.62	21.62	
					9	22.48	22.48	22.48	
					10	23.47	23.70	23.93	

## ***OFFICE PERSONNEL SALARY SCHEDULE 2013-2013***

A.1 The parties agree that hourly rates per the compensation grids for the 2012-2013 school year shall be determined according to the formula set forth below. However, the parties agree that the District shall in all cases maintain a minimum general fund equity (defined hereafter) of at least 10% of Board-approved total general fund expenditures. Therefore, the formula works differently if the District's general fund equity falls below 10%.

A.2 Revenue is defined as a general fund revenue. Expenditures are defined as general fund expenditures and transfers.

A.3 The explanation of the formula below is done with respect to the 2012-2013 school year, but the same principles shall apply to following school years as well.

A.4 As used in this formula "general fund equity" is undesignated and/or unassigned general fund balance and it would not include general fund revenues generated by sale of capital and/or financial gifts given to the district. The 10% general fund equity threshold will be based upon the District's final and accepted audit for the 2011-2012 school year, which the parties should receive around November 1, 2012. For example, if in the final and accepted audit the District's approved general fund expenditures are \$100 million for the 2011-2012 school year, and the District's general fund equity as of June 30, 2012 is \$11 million, then the general fund equity is 11%, which would be above the 10% threshold.

### **GENERAL FUND EQUITY AT LEAST 10%**

A.5 If the general fund equity has not fallen below 10% of the Board-approved total general fund expenditures and transfers (debt and school service), then the Board will allocate funds toward both direct and/or indirect compensation to office personnel based upon the following factors that affect the general fund revenues and general fund expenditures for the District:

- Increase or decrease in net State foundation allowance revenue per pupil based on the established amount for the 2009-2010 school year (\$10,019) (compare with state aid allowance for 2011-2012 and student count for 2011-2012)
- Increase or decrease in MPSERS retirement rate cost based on the budgeted rate for 2010-2011 @19.41% (compared with rate for 2011-2012, based upon 2011-2012 personnel)
- Whether or not there has been reinstatement of 20J funds per pupil that year
- Step advancement per established salary grids in office personnel labor contract (including MPSERS and FICA costs)

A.6 The Board will allocate funds toward both direct and/or indirect compensation to office personnel in a percentage equal to the following formula, which incorporates the four factors above:

- Increase in total net general fund revenues minus total net general fund expenditures based upon the factors listed above.
- X (multiplied by)
- The Percent of total general fund expenditure and transfers (debt and school service) budget represented by office personnel direct and indirect compensation costs
- equals
- the total amount of general fund revenue to be allocated toward both direct and/or indirect compensation for office personnel members



### **EXAMPLE OF NET GENERAL FUND REVENUE INCREASE**

A.7 The total net amount of general fund revenue shall be allocated on both salary grids on a percentage basis (taking into account the then applicable MPSERS contribution rate and FICA), based upon this net amount divided by the total cost the direct compensation grid, unless the parties agree to allocate this general fund revenue to the office personnel unit differently.

A.8 For example, if the state foundation allowance per pupil in 2011-2012 is increase over the 2009-2010 allowance by \$300 per pupil (gain \$2,400,000 for 8,000 FTE students), 20J funds are not reinstated in 2011-2012, the MPSER rate goes up 0.5% in 2011-2012 over the 2010-2011 budgeted rate (expense of \$325,000 on total direct compensation for all district employees a \$65,000,000), and the step advancements in 2011-2012 result in an increase (expense at \$1,000,000, including MPSERS contribution and FICA costs), then the total additional available general fund revenues year over year are \$1,075,000. If the cost of the office personnel bargaining unit compensation represents 2.7% of total general fund expenditures for 2011-2012, then the total net amount of general fund revenue for direct and/or indirect compensation for the office personnel unit would increase by \$29,025. Accordingly, this total amount would be spread equally over each of the steps on the salary grids by an equal percentage basis over the remaining payroll periods of the 2012-2013 school year (again, unless the parties agreed to allocate the revenues to the office personnel unit differently). This increase would carry forward to the following school year, although the percentage increase would be different because the number of payroll periods would be different. In the example above, assuming the office personnel direct and indirect compensation cost \$2,700,000, the \$29,025 would be allocated on the compensation grid for the following school year by increasing each step on the grids by 0.81% across the board (\$21,888 divided by \$2,700,000; note that \$4,917 (MPSERS) and \$2,220 (FICA) of the total amount of \$29,025 is allocated to MPSERS contribution at 16.94% and FICA at 7.65%).

A.9 It is further understood and agreed that any cost associated with new programs or new initiatives should not increase the total year-over-year total budgetary expenditures by more than 3% unless such general fund expenditures are made to support of implement programs and initiatives required by federal and/or state mandates.

### **EXAMPLE OF NET GENERAL FUND REVENUE DECREASE**

A.10 The total net amount of general fund revenue loss shall be allocated to reduce direct compensation grid on a percentage basis (taking into account the then applicable MPSERS contribution rate and FICA), based upon this net amount divided by the total cost of direct compensation grid, unless the parties agree to allocate this revenue loss to the office personnel unit differently.

A.11 For example, if the state foundation allowance per pupil in 2011-2012 is decreased from the 2009-2010 allowance by \$50 per pupil (loss of \$400,000 for 8,000 FTE students), 20J funds are not reinstate in 2011-2012, the MPSERS rate goes up 0.5% in 2011-2012 over the 2010-2011 budgeted rate (expense of \$325,000 on total direct compensation for all district employees at \$65,000,000), and the step advancements in 2011-2012 result in an increase (expense at \$1,000,000, including MPSERS contribution and FICA costs), then the total revenue lost year over year is \$1,725,000. If the cost of the office personnel bargaining unit compensation represents 2.7% of the total general fund expenditures for 2011-2012, then the total net amount of general fund revenue loss to be allocated to the office personnel unit would be \$29,205. This amount would not result in a decrease in total direct/indirect compensation if the general fund equity is above 10%. If the general fund equity is below 10%, this loss of general fund revenue and the amount of revenue required to maintain the general fund equity would affect the salary grids. Accordingly, this amount would be spread equally over each of the steps on the salary grids by an equal percentage basis over the remaining payroll periods of the school year (again, unless the parties agreed to allocate the general fund

revenues to the office personnel unit differently). This reduction would carry forward to the following school year, although the percentage decrease would be different because the number of payroll periods would be different. In the example above, assuming the office personnel direct and indirect compensation cost \$2,700,000, the \$29,205 reduction plus the general fund revenue needed to maintain the general fund equity at 10% (see below) would be allocated on the direct compensation grid for the following school year by decreasing each step on the grids by 0.81% (if the general fund equity is at 10%) across the board (\$21,888 divided by \$2,700,000; note that \$4,917 (MPSERS) and \$2,220 (FICA) of the total amount of \$29,025 is allocated to MPSERS contribution at 16.94% and FICA at 7.65%).

A.12 It is further understood and agreed that any cost associated with new programs or new initiatives should not increase the total year-over-year total budgetary expenditures by more than 3% unless such general fund expenditures are made to support or implement programs and initiatives required by federal and/or state mandates.

### **GENERAL FUND EQUITY BELOW 10%**

A.13 If the general fund equity has fallen below 10% of the Board-approved total general fund expenditures, then the office personnel direct and indirect compensation grid shall be reduced by a percentage equal to the following formula:

- The amount of funds required to return the general fund equity to the 10% threshold
- X (multiplied by)
- The Percent of total general fund expenditure budget represented by office personnel direct and indirect compensation costs
- Equals
- The total amount of general fund revenue loss to be allocated toward both direct and/or indirect compensation for office personnel members.

A.14 This total net amount of general fund revenue loss shall be allocated to reduce direct compensation on a percentage basis (taking into account the then applicable MPSERS contribution rate and FICA), based upon this net amount divided by the total cost of direct compensation grid, unless the parties agree to allocate this general fund revenue loss to the office personnel unit differently.

A.15 For example, if the general fund equity fell to 9%, and the funds required to return general fund equity were \$1,000,000, and if the cost of the office personnel bargaining unit direct and indirect compensation represents 2.7% of total general fund expenditures for 2011-2012, then the total net amount of general fund revenue loss to be allocated to the office personnel unit would be \$27,000 (\$1,000,000 x 2.7%). Accordingly, this amount would be spread equally over each of the steps on the direct compensation grid by an equal percentage basis over the remaining payroll periods of the school year (again, unless the parties agreed to allocate the revenues to the office personnel unit differently). This reduction would carry forward to the following school year, although the percentage decrease would be different because the number of payroll periods would be different. In the example above, assuming the office personnel direct and indirect compensation cost \$2,700,000, the \$27,000 reduction would be allocated on the compensation grid for the following school year by decreasing each step on the grids by 0.77% across the board (20,882 divided by \$2,700,000; note that \$4,053 (MPSERS) and \$2,065 (FICA) of the total amount of \$27,000 is allocated to MPSERS contribution at 16.94% and FICA at 7.65%).

**GENERAL FUND EQUITY ABOVE 15% AFTER IMPLEMENTATION OF SECTION A ABOVE**

A.16 As used in this formula “General Fund Equity” is undesignated and/or unassigned general fund balance, and it would not include revenues generated by sale of capital and/or financial gifts given to the District. The general fund equity threshold will be based upon the District’s final and accepted audit for the 2011-2012 school year, which the parties should receive around November 1, 2012. For example, if in the final and accepted audit the District’s approved general fund expenditures are \$100 million for the 2011-2012 school year, and the District’s general fund equity as of June 30, 2012 is \$17 million then the general fund equity is 17%.

A.17 If, after implementation of a change in compensation per section A above, there continues to exist a general fund equity above 15%, then the following would occur. The amount of dollars above the 15% general fund equity level would be determined and 2% of that amount would be allocated in a percentage “off-schedule bonus” distributed based on the following formula. 2% of the amount of dollars above the 15% general fund equity level would be divided by the total salary expense for office personnel for that given school year to determine the percent of an “off-schedule bonus” to be given per the individual salary of the office personnel.

A.18 For example, the implementation of the change in compensation per section A of this formula would occur first. Upon completion section A, it is determined that the remaining general fund equity in the 2012-2013 school year is at 17%, with approved general fund expenditures throughout that year that does not result in any further reductions in general fund equity at the end of the 2012-2013 school year, then the amount of dollars above the 15% general fund equity threshold would be determined. This amount above the 15% general fund equity would be multiplied by 2%. In this example, if 1% of general fund equity represents \$1 million then a general fund equity of 17% with a threshold of 15% would mean that there is a total of \$2 million above the 15% fund equity threshold. This \$2 million would be multiplied by 2% for amount equal to \$40,000. The \$40,000 would be divided by the total of office personnel compensation expenses for that previous school year to determine the percentage of the “off-schedule bonus” to be distributed based on the individual office personnel’s pay rate. This “off-schedule bonus” would be distributed in the 26<sup>th</sup> pay of that school year. The “off-schedule bonus” percentage increase per year would not exceed 6% of the office personnel pay rate (including MPSERS and FICA costs).

**IMPLEMENTATION**

A.19 The parties will have until December 21, 2012, to agree to implement and increases or decreases in compensation differently than through a change in the salary grids as set forth above. Any change in pay (direct compensation) would be initiated beginning with the first scheduled pay day in January 2013 and would be equally distributed through the remaining pays for work performed for that school year. It is understood and agreed that such changes shall not require the agreement or any action on the part of bargaining unit members, as these changes are authorized by the parties’ collective bargaining agreement.

## ***OFFICE PERSONNEL CLASSIFICATIONS***

### **CLASSIFICATION A**

Attendance Clerk, H.S.  
 Athletic Clerk, H.S.  
 Counseling Center Clerk, H.S.  
 General Office Clerk, Elementary  
 General Office Clerk, H.S.  
 General Office Clerk, M.S.  
 General Office Clerk, Human Resources  
 Receptionist, H.S.  
 Xerox Clerk

### **CLASSIFICATION B**

Account Clerk  
 Accounts Payable Clerk  
 Attendance Clerk, M.S.  
 Enrollment Clerk, H.S.  
 Financial Clerk, Community Education  
 Financial Clerk, H.S.  
 General Office Clerk, Community Education  
 Human Resources Clerk  
 Library Clerk, H.S.  
 Secretary to Cafeteria Supervisor  
 Secretary to Information Services  
 Secretary to M.S. Assistant Principal  
 Staff Development Secretary  
 Substitute Teacher Coordinator

### **CLASSIFICATION C**

Accounting Clerk  
 Assessment Program Secretary  
 Payroll Clerk  
 Secretary to Community Education Supervisor  
 Secretary to H.S. Asst. Principal  
 Secretary to Human Resources Supervisor  
 Secretary to Program Supervisor/Bldg Administrator  
 Secretary to Student Services  
 Secretary to Support Services  
 Student Records Clerk, H.S.

### **CLASSIFICATION D**

Curriculum Services Secretary  
 Finance Assistant  
 General Office Clerk, Community Education  
 Information Services Enrollment Secretary  
 Payroll Clerk  
 Secretary to Asst. Supt. for Business Affairs  
 Secretary to Asst. Supt. For Curriculum, Assessment and Instruction  
 Secretary to Asst. Supt. for Support Services  
 Secretary to Executive Director of Instructional Services and Technology  
 Sec. to Director of Student Services  
 Secretary to Elementary Principals  
 Secretary to Middle School Principals

### **CLASSIFICATION E**

Payroll Clerk  
 Secretary to Deputy Superintendent  
 Secretary to High School Principal

## **APPENDIX B**

### ***FLEXIBLE BENEFITS PROGRAM***

B.0 The Board will provide a flexible benefits program that offers employees choices among the benefit plans described in the paragraphs below.

B.1 Newly hired employees are eligible to participate in the life, health, dental, and vision portions of the flexible benefits plan as of the first day of the month following completion of 60 days of service.

B.2 The Board, in consultation with the GPAEOP will establish a menu of benefit options that will be available to employees under the flexible benefits plan. The cost of each benefit option will be determined by the insurance carrier or plan administrator. All benefits, conditions and requirements of the following plans shall be as set forth in the policies of insurance and as interpreted by the plan administrators and/or carriers.

B.3 The flexible benefits plan will include the following benefit plans:

#### **LONG TERM DISABILITY INSURANCE**

B.4 The board will provide long term disability insurance that has the following features:

- 1) 120 cumulative calendar day waiting period or the exhaustion of sick leave as defined in paragraph 7.31;
- 2) Payment of 66 2/3% of base monthly earnings to a maximum of \$3,500 per month;
- 3) Two year mental/nervous coverage;
- 4) Family social security offset.

#### **GROUP LIFE INSURANCE**

B.5 The Board will provide core group life and accidental death and dismemberment coverage in the amount of \$30,000. Additional life insurance coverage will be available through the flexible benefits plan.

#### **HEALTH COVERAGE**

B.6 Employees will choose one of the following health plan options:

B.7 A plan equivalent to the Blue Cross Blue Shield Community Blue PPO Plan 2, with a \$10 copay for office visits, \$20 chiropractic office copays and \$100 Emergency Room visit including a \$5.00 generic / \$25.00 brand name prescription drug rider, with MOPD 2x rider, P-D Contraceptive rider and routine mammography.

B.8 Deleted

B.9 Deleted

B.10 Coverage that is the same or nearly the same as Health Alliance Plan, an HMO with \$7.00 generic / \$15.00 brand name prescription drug card.

B.11 Employees who are covered by another health insurance plan may elect to waive coverage in any of the above plans.

B.12 The Board shall have the right to determine the health insurance providers and agrees that the same will be recognized and reliable ones.

### **DENTAL COVERAGE**

B.13 The dental insurance coverage for an out-of-network dental facility would be covered with \$1,200 maximum payment per routine visit per year and \$1,000 lifetime orthodontic per dependent with 80% coverage.

B.13a Dental insurance coverage for in-network dental facility would be covered with \$1,500 maximum payment per routine visit with 80% coverage and \$1,200 lifetime orthodontic per dependent with 80% coverage.

### **VISION COVERAGE**

B.14 The primary plan provided will be a plan with the same benefits as those available as of June 30, 2000. In addition, the flexible benefits plan will include at least one less expensive vision plan option.

### **BENEFIT CREDITS**

B.15 The district will give each employee a specified amount of benefit credits for each category of benefit plans within the flexible benefits program. The amount of credits each employee receives will be based upon his/her family status and percent of effort. The employee will use these credits to "buy" the plans that best meet his/her individual needs.

### **HEALTH PLAN CREDITS**

B.16 Deleted

B.17 Deleted

B.18 Full time employees whose status is family or two-person and who choose to waive any medical plan participation will receive \$2,200 per year for doing so. Employees whose family status is single and who choose to waive any medical plan participation will receive \$1,100 per year for doing so. The stipend paid for waiving medical plan participation will be prorated for employees who are not employed for the full school year.

### **NON MEDICAL PLAN CREDITS**

B.19 Each contract year, full time employees will receive benefit credits for dental, vision, core life insurance, and long term disability insurance equivalent to the actual costs of the plans on July 1 of that year. For example, for the 2001-2002 year, each full time employee will receive dental benefit credits equivalent to the actual cost of the dental plan on July 1, 2001. Part time employees will receive benefit credits proportionate to their

assignments. Full time employees will be required to elect dental, vision, basic life and long term disability insurance plans. Part time employees may elect to waive coverage in these plans, but no cash stipends will be paid in that event.

### **PRICE TAGS**

B.20 Each benefit plan option included within the flexible benefits plan will have a price tag. The price tag is the amount of benefit credits that an employee must spend to “buy” that particular option.

### **MEDICAL PLAN PRICE TAGS**

B.21a Blue Cross Blue Shield Community Blue PPO Plan 2, with \$5.00 generic / \$25.00 brand name prescription drug card:  
The price of this plan will be the actual cost of the plan. The price will be adjusted at the beginning of each fiscal year to reflect changes in the cost.

B.21b HAP H5P HMO (“Enhanced”) Plan with related riders including a \$7/\$15 prescription co-pay with contraceptive coverage:  
The price of this plan will be the actual cost of the plan. The price will be adjusted at the beginning of each fiscal year to reflect changes in the cost.

B.22 Deleted

B.23 Deleted

### **NON MEDICAL PLAN PRICE TAGS**

B.24 Price tags for dental, vision, life, and long term disability insurance plans will equal the actual costs of the plans.

### **GENERAL PROVISIONS**

B.25 The Board, by payment of the premium payments required to provide the coverages set forth in this Appendix B shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation under this Appendix B.

B.26 The Association agrees to explore and discuss with the Administration methods for possible cost controls when, in any one insurance year, health insurance premiums increase greater than five percent (5%).

B.27 In addition, the Association agrees to endorse a voluntary wellness and health awareness program. Possible wellness programs could include, but not be limited to, stress reduction, weight loss and control, smoking cessation, cholesterol improvements, CPR, flu prevention, hand hygiene, etc.

B.28 Deleted

B.29 Deleted

### **ELIGIBILITY**

B.30 If an employee's spouse is employed outside of the District and is eligible for other group health coverage he/she must participate in that group coverage in order to qualify for coverage under this plan. If the employee's spouse cannot enroll for other group coverage until their employer's next open enrollment period (proof required), then coverage under this plan will be extended until they are eligible for that other plan's coverage provided they enroll during the next open enrollment period or qualified change of status event. If it is determined that the employee's spouse did not elect offered coverage in a timely manner any and all claims will be denied as of the date when enrollment should have occurred. If the required monthly premium contribution for that group health coverage is greater than \$175 for a single subscriber per month (\$2100 per year), the employee's spouse will not be required to enroll in their employer's sponsored plan. (DELETED 2010-2011 going forward)

B.31 The above provision does not apply to spouses eligible for group health plan coverage that does not coordinate with the Flexible Plan described above.

B.32 The provision does not require an employee's spouse to enroll the employee's dependent children in the spouse's group health plan coverage.

### **HEALTH CARE CONTRIBUTION**

B.33 Employees covered by health insurance benefits will be assessed:

- 5% of the associated cost of the elected plan premium payment in pre-tax dollars and a \$50 spousal surcharge per month in the 2010-2011 school year;
- 6% of the associated cost of the elected plan premium payment in pre-tax dollars and a \$50 spousal surcharge per month in the 2011-2012 school year; and
- 7% of the associated cost of the elected plan premium payment in pre-tax dollars and a \$50 spousal surcharge per month in the 2012-2013 school year.

B.34 Based on the illustrative rates for Blue Cross Blue Shield Community Blue PPO Plan 2 of 2010-2011, the 5% contribution rates would be:

- Single                 \$311.45/pre-tax paid over 21 pays
- Two Person         \$700.80/pre-tax paid over 21 pays
- Full Family         \$872.10/pre-tax paid over 21 pays

B.35 Based on the illustrative rates for HAP H5P HMO of 2010-2011, the 5% contribution rates would be:

- Single                 \$288.39/pre-tax paid over 21 pays
- Two Person         \$663.29/pre-tax paid over 21 pays
- Full Family         \$749.81/pre-tax paid over 21 pays

*\*The District has the authority to make any necessary deductions automatically from the office personnel's payroll under the Michigan Payment of Wages and Fringe Benefit Act.*



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This document has been prepared by the  
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*The Grosse Pointe Public School System*