



E.D.E.S.A.

*October 1, 2007
through
June 30, 2010*

AGREEMENT
between
EAST DETROIT BOARD OF EDUCATION
and the
EAST DETROIT EDUCATIONAL SECRETARIES
ASSOCIATION

THIS AGREEMENT entered in this 1st day of October 2007, by and between the BOARD OF EDUCATION of the East Detroit Public Schools, Macomb County, Michigan, or its survivor, hereinafter called the "Employer" and the EAST DETROIT EDUCATIONAL SECRETARIES ASSOCIATION, hereinafter called "E.D.E.S.A."

(The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.)

ARTICLE I
Recognition

- A. The Employer hereby recognizes the E.D.E.S.A. as the exclusive bargaining representative as defined in Section XI of Act 379, Public Acts of 1965, for all personnel including, but not limited to secretarial and clerical duties including, but not limited to secretaries, bookkeepers, payroll, accounts payable and data processing.
- B. For the duration of this Agreement, the Employer agrees not to negotiate with any organization other than the E.D.E.S.A. representing the employee recognized in Article I, Section A.
- C. Employees may at any time sign and deliver to the Employer an assignment, authorizing deduction of membership dues and assessments of the Association, and such authorization shall continue in effect from year to year unless revoked in writing between June 1st and October 1st of a given year.
- D. Each member of the Bargaining Unit shall be free to join or not to join the Association, and no member shall be penalized for not becoming a member of the Association. Following execution of this Agreement, each member of the Bargaining Unit shall either:

Be a member of Association and execute an authorization for payment of Association dues annually, or execute an authorization for payment of a service fee equal to the Association dues to be paid to the Association for benefits received by the member as a result of collective bargaining and other services in his behalf by the Association. Such authorization shall be executed within twenty (20) days following ratification of this Agreement by the Association and the Board of Education.

If a member of the Bargaining Unit refuses to execute an authorization permitting deduction by the Employer, he shall be dismissed from employment in the district at the close of that semester.

The Association agrees to reimburse the Employer for the amount of any money deducted by the Employer and paid to the Association, which deduction is, or may be determined to be illegal and improper, or is in excess of a proper deduction. The Association further agrees to hold the Employer harmless for any claims, deductions, costs and attorney fees incurred by the Employer in connection with this article of the contract.

ARTICLE II
Definitions

- A. Whenever the term "Employer" is used, it shall mean the Board of Education of the East Detroit Public School District and shall include its designee upon whom the Employer has conferred authority to act in its place and stead.
- B. Whenever the term "Association" is used, it shall mean the East Detroit Educational Secretaries Association and shall include its designee upon whom the Association has conferred authority to act in its place and stead.
- C. Whenever the term "Employee" is used, it is to include any member of the bargaining unit.
- D. Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place and stead.
- E. Whenever the term "Immediate Supervisor" is used, it shall mean the administrator of any work location or functional division or group.
- F. Whenever the term "Association Representative" is used, it shall mean the employee designated by the Association to represent an individual or group of employees.
- G. Whenever the term "work year" is used and preceded by a number, the number shall designate the approximate number of weeks in the employee's work year.
- H. Whenever the term "day" is used it shall mean a working day unless specifically noted otherwise.
- I. The pronouns and relative words herein used are written in the masculine and singular only. Such words shall be read as if written, in the plural, feminine or neuter.

ARTICLE III
Association and Employee Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every employee of the East Detroit Board of Education shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan, or the Constitutions of Michigan and the United States, and that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or collective professional negotiations with the Employer, or his institutions of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. The Employer specifically recognizes the right of its employees to appropriately invoke the assistance of the Michigan Employee Relations Commission or a mediator from such public agency.
- C. Members of the Association shall have the right to use school building facilities and equipment at all reasonable hours. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Established media of communications shall be made available to the Association.
- D. The Employer agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the allocation of funds and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint.
- E. The Association shall receive a semi-annual report (November 1 and April 1) of all employees covered under this Agreement, stating name, place of assignment, date of employment, employee classification, wages and work year.
- F. Association Business - The Association is provided each year ten (10) Association business days, which may be used by a member(s) of the Association as determined by the Association President. The Union will provide at least a twenty-four (24) hour advance notice. These days will not accrue.

ARTICLE IV

Fair Employment Practices

- A. **Discrimination** - Neither the Employer nor the E.D.E.S.A., nor their agents shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, age, political activities, religion, height, weight, or past participation in the activities of any employee organization.
- B. **Outside Activities** - No religious or political activity of an employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private, personal life of an employee is not within the appropriate concern or attention of the employer except as it might adversely reflect upon the employer.

ARTICLE V

Strike and Picket Prohibition

- A. **Participation** - It is agreed that during the term of this Agreement there shall be no strikes. "Strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part, from the full, faithful and proper performance of the duties of employment. It is further agreed that neither E.D.E.S.A. nor its agents or members shall sponsor picketing or threaten to sponsor picketing during the term of this Agreement.

B. Protection - Should another organization within the School District sponsor picketing or strike, the East Detroit Educational Secretaries Association agrees to make a reasonable effort to report for work providing the Employer provides a safe and available place for performance of duties.

**ARTICLE VI
Compensation, Overtime, Legal Holiday, Release Time**

A. Wage and Classification - The wage and classification of an employee covered by this Agreement is set forth in Schedule A and B respectively.

Salary - Schedule A	
2007 - 2008	2%
2008 - 2009	2%
2009 - 2010	2%

B. Work Schedule - The work schedule shall be an eight (8) hour day and forty (40) hour week, Monday through Friday. Overtime worked in excess of eight (8) hours in any one day, or on Saturday shall be paid for at one and one-half (1½) times the regular hourly rate except that an employee shall be paid double time for working on Sundays and/or holidays. Double time on holidays and/or Sunday means that an employee shall receive his holiday pay, plus double time for all hours worked.

1. For the purpose of this Agreement, school is not in session when, according to the official school calendar, neither students nor teachers are in full day attendance.
2. Employee work schedules may vary due to the special needs and circumstances peculiar to buildings and/or departments. Employees are expected to report for duty within the organizational pattern of the building or department.
3. An employee, excluding an employee continuing a regular day, required to report for overtime duty, shall be guaranteed at least two (2) hours pay at the rate of time and one-half.

WORK YEAR

	2007 - 2008 Work Year	
August	07 Tues	46-B week return
	14 Tues	44,45,46-A week return
	21 Tues	43 week return
June	20 Fri	43,44 week end
	27 Fri	45, 46- B week end
July	04 Fri	46-A week end

Weeks Before Teachers Return	Work Year	Weeks After Teachers Leave
1 week	43	1 week
2 weeks	44	1 week
2 weeks	45	2 weeks
2 weeks	46-A (Food, MS)	3 weeks
3 weeks	46-B (HS)	2 weeks

2008 - 2009 Work Year TBD

- C. **Holidays** - Employees within the bargaining unit shall receive a holiday with pay at the employee's current regular rate for the holidays that fall within their regular or extended work year as indicated on the E.D.E.S.A. Calendar (Schedule C).
- D. **Professional Growth and Training** - The Employer recognizes the need for employees to receive additional training and to periodically attend training sessions, professional workshops, seminars and other programs associated with their employment responsibilities. Expenses for such mandatory training, including but not limited to registration fees, materials, equipment, travel expenses outside of the District, room and board shall be paid for by the District.

All training programs requiring release from duty must be approved in advance by the Secretary's immediate supervisor.

On occasion, opportunities will be afforded members to attend optional classes, workshops, seminars or similar programs outside of the normal workday. Registration fees and materials for such approved programs will be paid for by the District. However, if the opportunity for such training is voluntary in nature, the employee will not receive payment for overtime.

Two times each year, in-service days for all E.D.E.S.A employees will be held. The dates of these meetings will coincide with teacher professional development days. Attendance at these meetings shall be mandatory. One-half of each in-service day will be devoted to professional growth and skill development. The other half-day shall be devoted to E.D.E.S.A. business. The agenda for these days will be developed mutually between the E.D.E.S.A. and the office of the Assistant Superintendent.

Administration will allocate up to one thousand (\$1,000) dollars annually for the purpose of providing/supplementing the costs for professional workshops and training programs with prior approval. This allocation will not accrue from year-to-year.

- E. **T.B. Tests** - All members of the bargaining unit shall be required to have on file evidence of freedom of TB upon initial employment.

If additional testing is required, the employer will make provisions for the free T.B. skin test.

- F. **Night Differential** - See Schedule "A"

ARTICLE VII

Hours of Work and Employment Conditions

- A. **Assignments** - The Employer recognizes the principle of a work week of forty (40) working hours and will establish work schedules and work assignments which can reasonably be completed within the established work week. The Employer shall not require employees regularly to work in excess of such established workweek, and, when temporary workloads dictate, additional help may be necessary.
- B. **Relief Periods** - Employees shall be entitled to a duty-free uninterrupted lunch period of fifty (50) minutes or a thirty (30) minute duty-free uninterrupted lunch period and two (2) ten (10) minute relief periods.

- C. Full Time** - Any Employee whose position has an annual work period of forty (40) weeks or more on a forty (40) hour week is entitled to all benefits under this Agreement. A full time employee shall not be required to assume the responsibilities of an absent employee except in short term emergencies. If a full time employee is directed by a supervisor to assume the responsibility of an absent employee in a higher classification, he shall receive the appropriate salary step on the first day of the absence until relieved of the additional responsibility.
1. In the event of a long-term absence (when application to the sick bank has been made) another EDESA member within that building shall be considered for the vacant position, according to the following criteria: a) next higher classification; b) seniority, and be paid the higher rate of pay.
- D. Temporary Employees** shall not be entitled to the benefits of the sick leave policy or other considerations offered full time employees. They shall be paid at an hourly wage rate for the actual hours worked and have the approval of the Board or its designated representative.
1. Any temporary position that is found to exceed ninety (90) working days shall be addressed jointly with the E.D.E.S.A. and Administration. Upon mutual agreement, it will be presented to the Board of Education for consideration as a permanent position. Upon Board approval, it will be posted as a new job opening consistent with the provisions of the contract.
- E. Seniority** - Seniority shall be defined as continuous years of employment in the Bargaining Unit from the first day of employment. The effective date will be the day, month and year the employee was eligible for pay in a Bargaining Unit position.
- F. New Jobs** - Whenever a new job is placed in the unit and cannot be placed in an existing classification, the Employer will notify the E.D.E.S.A. prior to establishing a classification and structure. In the event the E.D.E.S.A. does not agree that the description and rate are proper, it will be subject to the grievance procedure.
- G. Probation** - Every hire shall be considered a probationary employee for the initial twenty (20) working days of his employment. Such probationary employee shall receive a written evaluation of their performance no later than ten (10) working days subsequent to the date of hire. Upon satisfactory completion of the probationary period, the employee shall be deemed to be a regular employee eligible for benefits with the seniority retroactive to the date of hire.
- H. Mileage and Meals** - An employee shall be paid the district approved rate per mile when using his car for school business. If an employee is required to be away from his building at lunch or dinnertime, the employer shall reimburse the employee for such lunch or dinner. Written requests for reimbursement shall be authorized by the immediate supervisor and sent to the Executive Director of Fiscal Services. Personnel may elect to receive reimbursement and a tax letter stating the exact amount of reimbursement.
- I. Copies of this Agreement** shall be provided at the Employer's expense for presentation to all employees now employed or hereafter employed by the East Detroit Board of Education. The Association will be provided with additional copies for the Association's use.
- J. Re-Hire** - An employee who voluntarily terminates employment and is re-hired shall be considered as a new employee.
- K. Special Conferences** - Special Conferences shall be arranged between the E.D.E.S.A. President or an authorized representative and the designated representatives of the Employer upon request

of either party. Arrangements, including the number of representatives, for such special conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference may be held between the hours of 9:00 a.m. and 4:00 p.m. The E.D.E.S.A. members shall not lose time or pay for the amount of time spent in such special conferences held during working hours.

L. Physical Examinations - New employees will be required to pass standard physical examinations at the expense of the Board of Education prior to employment. Present employees shall be required to take and pass a physical examination, by a physician selected and paid for by the Board of Education, if the pattern of attendance or behavior warrants it.

M. Summer Work - Less than fifty-two (52) week employees interested in working during the summer shall notify the Administrative Services Office in writing by June 1st of their interest and availability.

Less than fifty-two (52) week employees, working during the summer, shall be paid at the Secretary Level 1 regular rate.

N. Qualification Tests - The Association will have the opportunity to meet and confer relative to the development of qualification tests used for promotion. Promotional tests that demonstrate a satisfactory level of knowledge and ability skills shall be valid for two (2) years. Upon request, the President or designee shall be allowed to review all results of candidates' testing. If the President is among the candidates, the designee will review all results.

O. Pay Option - Less than fifty-two (52) week employees will have the choice of electing regular pay or twenty-six (26) pay option.

P. Long Term Absence - Long term absence shall be defined as "when an employee makes application to the sick bank."

ARTICLE VIII

Vacancies, Transfers, Lay-off, and Recall

A. Posting of Job Openings - Whenever any vacancy or new position in the district arises, the Employer shall publicize the same by notifying each employee within five (5) working days. The posting will include classification qualifications required, a brief description of job (to be agreed upon between administration and EDESA President or designee), wage schedule, and contemplated work year. The Employer will attempt to fill posted positions within ten (10) days from the date of vacancy.

When qualifications are met, the senior applicant for a lateral or downgrade transfer, to fill a vacancy or a newly created position, shall have the assignment.

Vacancies shall be filled on the basis of qualifications of the applicant. Present employees will be given preference over outside applicants.

Where qualifications are equivalent, the most senior qualified employee shall receive the preference. Every qualified applicant will be entitled to an interview. In the event that a qualified applicant cannot be found at the starting wage because the qualifications required demand exceptional proficiency, placement on an advanced step in the wage scale may be granted upon prior consultation with the E.D.E.S.A. President or Designee.

- B. Transfers** - An employee transferring to another position or classification within the bargaining unit, shall carry all earned seniority to the new position after a twenty (20) day trial. Should the employee not complete this trial period, he may return to his previous position without loss of seniority.

Lateral transfer will be limited to once every six months per employee. Each movement will be subject to a twenty (20) day trial period. An evaluation will be made after ten (10) working days.

The vacated position will be filled consistent with the vacancy provision of the contract if a bargaining unit member applies. If no bargaining unit member applies for the vacancy, it will not be filled until such time as the twenty (20) day trial period has ended.

Administration will make a concerted effort to recruit, test and recommend to the Board an outside candidate for the vacated position during the twenty (20) day trial period.

- C. Lay-Off** - The word "lay-off" means a reduction in the working force due to a decrease of work or lack of operating funds. In the event a lay-off is necessary, the following procedure shall be followed:

1. Members of the bargaining unit to be laid off shall be provided at least ten (10) calendar days notice of the lay-off and the E.D.E.S.A. President shall receive a list from the Employer of the employee or employees being laid off, on the same date that the notices are issued to the employees.
2. Probationary personnel shall be laid off first.
3. In the event it becomes necessary to lay-off personnel, the employee laid off from his classification may exercise his district seniority to displace the least senior employee in their classification; the duties of which he is capable of performing as determined by management. Employees displaced under this procedure may, likewise, displace other employees in a lower classification on the same basis. However, an employee may have the option of taking a voluntary lay-off in the event they are displaced to a job, which would increase or decrease their present work year.
4. If an employee were laid off, he would be entitled to his accrued vacation. Employees will be eligible for prorated longevity the first anniversary of their lay-off.
5. While lay-off exists within the District, no person outside the bargaining unit shall perform any clerical duties normally assumed by members of the bargaining unit (co-op students, aides, substitute secretaries, Federally funded employees, etc.).

- D. Recall** - Laid off employees shall be recalled in order of seniority (most senior first). In the event an employee has selected voluntary lay-off as provided in C 3., such employee shall be recalled only to a position with the same work year schedule as when laid off.

- E. **The Employer** agrees to notify the Association President, in writing, of new hires and any change in job status of bargaining unit members.

ARTICLE IX
Discharge, Suspension and Reprimand

- A. **Discharge** - No discharge shall be without just cause.
- B. **Absences** - The Association respects the right of the Board of Education to expect the employees to be physically fit to be on the job without numerous and/or erratic attendance patterns. Employees failing to establish acceptable attendance patterns shall be subject to the following disciplinary action:
- 1st Warning - Verbal
 - 2nd Warning - Written Reprimand
 - 3rd Warning - 1 day disciplinary lay-off
 - 4th Warning - 3 days disciplinary lay-off or dismissal
- C. **Tardy** - The Association respects the right of the Board of Education to establish reasonable hours of work. Employees failing to follow these regulations shall be subject to the following disciplinary action:
- 1st Warning - Verbal
 - 2nd Warning - Written Reprimand
 - 3rd Warning - 1 day disciplinary lay-off
 - 4th Warning - 3 days disciplinary lay-off or dismissal
- D. **Discharged, Suspended, Reprimanded** - In the event an E.D.E.S.A. employee shall be discharged, suspended or reprimanded, and he believes he has been unjustly dealt with, such discharge, suspension or reprimand shall constitute a case arising under the method of adjusting grievances set forth herein. However, the E.D.E.S.A. President may request a special conference prior to commencement of grievance procedures.
- E. **Suspension** - The Superintendent or his representative may temporarily suspend an employee from duty without pay until a meeting with the Board of Education. In the event that the suspension is found to be unjust, the employee shall receive full compensation for all time lost and full restoration of all other rights and conditions of employment.
- F. **Personnel Records** - Past personnel records of a detrimental nature, which occurred more than two (2) years in the past, will not be taken into account when considering promotion, discipline and/or discharge of an employee.

**ARTICLE X
Resignation**

- A. Notice to Employer** - An employee desiring to resign should, whenever possible, file a letter of resignation with the Employer at least ten (10) days prior to the effective date of the resignation. An employee, who resigns, shall not forfeit his right to earned vacation time and accrued longevity earned.

**ARTICLE XI
Leaves of Absence**

A. Sick Leave

1. Fifty-two week employees earn thirteen (13) sick/personal days per year. Less than 52 week employees earn twelve (12) sick/personal days per year. Employee absences due to the following causes may be charged against sick leave allowance; Maternity, personal injury or illness.
2. New employees shall be entitled to sick leave benefits, at the end of their probationary period.
3. An employee shall be given credit for sick days at the beginning of each year (July 1). If the employee does not finish his year of employment, the used, unearned sick leave shall be deducted from the final paycheck.

4. Sick Leave Bonus will be paid the first pay period after June 30, for sick leave days accumulated, according to the following schedule:

Amount of Bonus	Days by June 30
\$ 75.00	36 - 71
\$150.00	72 - 107
\$225.00	108 - 149

One half of the employee's wage shall be paid each year for 150 or 150 - 159 more days accumulated and not used, or \$225.00, whichever is greater.

One half of the employee's wage shall be paid each year for 160 or 160 - more more days accumulated and not used, or \$300.00, whichever is greater.

5. An employee shall continue to accumulate seniority while on sick leave.
6. Sick leave may be used to apply to illness in the immediate family, not to exceed ten (10) days per year. Immediate family shall be defined as mother, father, spouse, son, daughter or other persons in similar relationship to the family household.
7. Employees shall be given an accounting of accumulated sick leave each September.
8. Unused sick leave days shall be maintained in each employee's bank and when used, payment shall be equal to the current daily rate of salary.

9. An employee while on sick leave shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, except when it is specifically stated otherwise.
10. The Employer reserves the right to require reasonable proof of illness including a doctor's certificate where a pattern of sick leave use indicates abuse.
11. Substitute secretaries can be requested on first day of absence. All secretaries are required to call SubFinder for absences whether or not a substitute secretary is needed.

B. Sick Bank

1. All members of the E.D.E.S.A. who have completed one (1) year of employment with the School District shall participate in the sick bank.
2. Each participating member shall contribute one (1) day of his sick leave to the bank when the existing bank has been reduced below four hundred (400) days. The Board of Education shall contribute an equal number of days to the E.D.E.S.A. sick bank. Unused accumulated sick leave of any E.D.E.S.A. member leaving the system shall be donated to the bank.
3. The sick bank will not be used for any purpose except an illness or injury that requires a doctor's service.
4. Withdrawal from the sick bank shall be thirty (30) days for any one illness or injury. Once each year, on July 1, the committee will reevaluate the whole program to see if an increase in benefits can be made.
 - a. Extension may be granted upon written request to the sick bank committee along with certification by a physician.
 - b. A maximum of one hundred-twenty (120) days shall be granted for any one illness or accident.
5. A member may use the sick bank only once in a year for the same illness or injury, except in case of recurrence or complications of the same illness or injury. He then may use the remaining days of the original request.
 - a. A member will be eligible for the use of the sick bank on the eleventh (11th) working day that he is off work due to illness.
6. Application for withdrawal from the sick bank shall be submitted to the chairperson of the Sick Bank Committee selected by the E.D.E.S.A. President. This Committee shall review and approve or disapprove all requests for withdrawal.

The Board of Education reserves the right to require a second medical examination to substantiate the validity of said request for extension.

7. If an employee has exhausted his accumulated sick leave allowance, the Board of Education shall consider the merits of the employee's situation and may, on the basis of the employee's employment and service record, advance sick leave allowance. Otherwise, absence in excess of the employee's accumulated sick allowance or, for reasons other than those hereinbefore specified, shall result in loss of pay.

C. Medical Leave

1. An employee may be granted up to one (1) year leave of absence without pay, due to personal or immediate family illness, or for other justifiable reasons. Such leave of absence shall not accumulate seniority.
2. Written application for such leave shall be made by the employee to the Board through its representatives.
3. Leave of absence as described shall be without pay from Employer.
4. An employee returning from leave of absence due to personal illness, with a physician's statement, shall be placed in the same position held when leave began. The Board reserves the right to have an employee examined by its own physician before his return to work. This shall be at the expense of the Board of Education.
5. If the leave granted is not sufficient for recovery, the employee may request a further leave of absence.
6. Maximum leave shall not exceed two (2) years.
7. An employee's leave of absence cannot be rescinded unless such employee has not adhered to the terms or conditions under which the leave was granted; i.e., an employee on leave of absence who accepts employment elsewhere.

- D. Personal Business** - A member of the bargaining unit may use their annual sick leave allowance for any reason, except outside employment. No more than three (3) consecutive days will be granted without prior approval.

Personal leave days will not be used the day preceding or following a legal school holiday without written prior approval. Legal school holidays shall be as defined in the annual school calendar.

- E. Bereavement** - A member of the bargaining unit shall be allowed three (3) days as funeral leave days not to be deducted from sick leave, for a death in the family. Family shall be defined as: mother, father, sister, brother, spouse, daughter, son, grandparent, grandchild, all in-laws in the family, or any person in loco parentis. The Employer shall consider the place of death and relationship of the deceased to the employee and may extend one or two additional funeral leave days upon written request.

Upon request of an employee, the Employer may grant leave allowance even though the person who is deceased is not within the employee's immediate family.

- F. Maternity Leave** - A leave of absence without pay shall be granted to a female employee because of pregnancy. This employee shall be allowed to continue her employment until such time as agreed upon by the employee and her physician, providing she is physically able to perform her duties. An employee shall furnish notice to her immediate supervisor ten (10) days prior to beginning leave.

An employee granted maternity leave shall be entitled to return to her former position upon presentation of a doctor's certificate that the employee can resume her duties without detriment to her health. Said leave will not be more than one (1) years in duration.

If at any time during the pre-or post natal period there is a dispute between the employee and the Employer as to her abilities to perform her duties, the Employer may request a neutral physician to determine whether she is able to perform her duties.

- G. Jury Duty** - Employees called for jury duty, or subpoenaed, shall be paid by the Employer, a sum to make up the difference between what he is paid by the court and his regular wage for the time he is required, by law, to serve, and suffer no loss of leave allowance.
- H. Military** - An employee absent from work because of service in the Military Forces, shall be considered on leave without pay, but shall be entitled to all salary increments, except sick leave allowance, as if they were not absent from work, providing they return to work within sixty (60) days after release from such Military Service. An employee shall be reinstated to the same or substantially equivalent position at the termination of Military Leave and, if no job is available, the employee with the lowest seniority shall be laid off.
- I. Educational Study** - Leaves of absence without pay may be granted upon application for the purpose of further educational study. Such leave, if granted, shall apply only to job-related educational study. Any regular salary increments occurring during such period shall be granted such employee upon his return.

ARTICLE XII

Retirement

- A. In recognition of services to the East Detroit School District, a severance payment shall be paid to the employee for each year of service in the District, provided the employee shall have been employed in the East Detroit School District for at least five (5) years, or more, and be eligible for the Michigan School Employees Retirement Fund.
 - 1. To be eligible for severance, an employee must have worked for the District a minimum of five (5) years. In the event of death while the employee is employed, severance pay shall be paid to the employee's estate or beneficiary according to the terms, conditions, and directions the employee may have designated with regard to his retirement benefits.
- B. Severance payment shall be as follows:

2007 - 2008	\$275 – per year of service
2008 – 2009	\$300 – per year of service
2009 – 2010	\$325 – per year of service

ARTICLE XIII

Longevity

- A. Employees shall receive longevity allowance on the first payroll period after the employee's anniversary date of hire. Longevity pay for years of service will be made according to the following schedule:

Longevity (cont'd)
2007 – 2010 Schedule

- 1. Employees hired prior to March 1, 1991:
 - After 6 years.....\$ 925.00
 - After 8 years.....1,050.00
 - After 10 years.....1,175.00
 - After 12 years.....1,275.00
 - After 14 years.....1,325.00
 - After 16 years.....1,375.00
 - After 18 years.....1,425.00
 - After 20 years.....1,650.00
 - After 22 years.....1,850.00
 - After 25 years.....2,150.00
 - After 30 years.....2,175.00

- 2. Employees hired after March 1, 1991:
 - After 10 years.....\$1,175.00
 - After 12 years.....1,275.00
 - After 14 years.....1,325.00
 - After 16 years.....1,375.00
 - After 18 years.....1,425.00
 - After 20 years.....1,650.00
 - After 22 years.....1,850.00
 - After 25 years.....2,150.00
 - After 30 years.....2,175.00

ARTICLE XIV
Insurance

A. Hospitalization - Major Medical

The Employer shall pay the premiums for hospitalization coverage for the member of E.D.E.S.A. who is head-of-household and his family, or those members not covered by a comparable hospitalization plan through their spouse. The Board shall not be required to provide hospitalization for an employee during extended periods, except when the extended leave is due to the illness of the employee.

Hospitalization insurance will be available for those who meet the above criteria and who are regularly scheduled to work forty (40) hours per week.

The Board shall provide members of E.D.E.S.A. with an optional group health plan as mandated by the Federal Health Maintenance Act of 1976. Premiums for said plan shall not exceed those prescribed above.

The selection of the carrier shall be by the Board of Education with prior consultation with the Association. The Board will offer an optional flexible benefit plan.

The Board agrees to provide the following medical insurance see attached Core Plan:

Option 1 No Coverage - OPT OUT
 \$2,400 per plan year/prorated
 Proof of insurance elsewhere required

B. Insurance and Hospitalization

1. Optical Insurance - The Board of Education shall provide each member of E.D.E.S.A. with optical insurance equivalent to Plan V of the Co-op Optical Service.
2. The Employer shall provide thirty-five thousand (\$35,000) of Term Insurance - double indemnity for each member of the E.D.E.S.A.
3. The Employer shall provide five thousand (\$5,000) paid up life insurance upon retirement, provided the employee shall have been employed in the East Detroit School District for at least ten (10) years, or more, and be eligible and have made application to the Michigan School Employees Retirement Fund. This benefit applies to employees who retire after October 1, 1993.

C. Dental Insurance

The Employer shall provide a dental insurance program. Dental insurance benefits will be the same as in previous years. Dental Benefit Year is January 1st through December 31st.

The Schedule below provides a comparison and explanation of all dental options available. Each employee must elect one option only. Should you elect coverage with a cash rebate, that rebate will be returned in equal installments or the Flexible Compensation Plan Year pay schedule. You may spend your rebated dollars on other coverage elsewhere in the menu. Dependent coverage is available with either dental option at no additional cost.

Deductible	CORE
Up front payment by employee	\$0
Coinsurance - Basic Services	100%*
Visits, examinations, x-ray, pathology, oral surgery, anesthesia, periodontics, endodontics, amalgam and synthetic restorations, and space maintainers are covered at this percentage of reasonable charges.	
Major Services:	80%
Inlays, crowns, prosthodontics are covered at this percentage of reason-able charges.	
Annual Maximum	\$1,500
Each member is entitled to maximum benefits of this amount every contract year.	
Cash Rebate	\$0

- D. Income Protection** - In the event any member of the Association is prevented from working any or all their allotted hours due to any personally unrelated event (such as violence, fire, or disaster situation, etc.) they will be paid their regular rate of pay and assigned to another work location.

Community BlueSM PPO Modified Plan 1

Proposed Benefits-at-a-Glance for East Detroit Public Schools # 08392-335



This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

In-network

Out-of-network

Deductible, copays and dollar maximums

Note: Services from a provider for which there is no PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

	In-network	Out-of-network
Deductible	\$250 for one member, \$500 for the family per calendar year	\$500 for one member, \$1000 for the family per calendar year
Copays		
• Fixed dollar copays	\$10 for office visits	None
• Percent copays	50% for mental health care, substance abuse treatment and private duty nursing	20% for general services and 50% for mental health care, substance abuse treatment and private duty nursing
Copay dollar maximums		
• Fixed dollar copays	None	None
• Percent copays – excludes mental health care, substance abuse treatment and private duty nursing copays	Not applicable	\$2,000 for one member, \$4,000 for two or more members per calendar year
Dollar maximums	\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted for individual services	

Preventive care services – *Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year

	In-network	Out-of-network
Health maintenance exam – includes chest x-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological exam	Covered – 100%*, one per calendar year	Not covered
Pap smear screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-baby and child care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Childhood immunizations as recommended by the Advisory Committee on Immunizations Practices and the American Academy of Pediatrics	Covered – 100%*	Not covered
Fecal occult blood screening	Covered – 100%*, one per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered – 100%*, one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered – 100%*, one per calendar year	Not covered

Mammography

	In-network	Out-of-network
Mammography screening	Covered – 100% after deductible One per calendar year, no age restrictions	Covered – 80% after deductible

**In-network****Out-of-network****Physician office services**

Office visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 100% after deductible	Covered – 80% after deductible, must be medically necessary
Office consultations	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Urgent care visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary

Emergency medical care

Hospital emergency room	Covered	Covered
Ambulance services – medically necessary	Covered – 100% after deductible	Covered – 100% after deductible

Diagnostic services

Laboratory and pathology services	Covered – 100% after deductible	Covered – 80% after deductible
Diagnostic tests and x-rays	Covered – 100% after deductible	Covered – 80% after deductible
Therapeutic radiology	Covered – 100% after deductible	Covered – 80% after deductible

Maternity services provided by a physician

Prenatal and postnatal care	Covered – 100% after deductible	Covered – 80% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and nursery care	Covered – 100% after deductible	Covered – 80% after deductible
	Includes delivery provided by a certified nurse midwife	

Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	Covered – 100% after deductible	Covered – 80% after deductible
Unlimited days		
Inpatient consultations	Covered – 100% after deductible	Covered – 80% after deductible
Chemotherapy	Covered – 100% after deductible	Covered – 80% after deductible

Alternatives to hospital care

Skilled nursing care	Covered – 100%	Covered – 100%
	Up to 120 days per calendar year	
Hospice care	Covered – 100%	Covered – 100%
	Limited to dollar maximum that is reviewed and adjusted periodically	
Home health care – medically necessary	Covered – 100%	Covered – 100%
Home infusion therapy – medically necessary	Covered – 100%	Covered – 100%

Surgical services

Surgery – includes related surgical services	Covered – 100% after deductible	Covered – 80% after deductible
Presurgical consultations	Covered – 100% after deductible	Covered – 80% after deductible
Voluntary sterilization	Covered – 100% after deductible	Covered – 80% after deductible

Human organ transplants

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100% after deductible	Covered – in designated facilities only after deductible
	Limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone marrow – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504); specific criteria applies	Covered – 100% after deductible	Covered – 80% after deductible
Kidney, cornea and skin	Covered – 100% after deductible	Covered – 80% after deductible



In-network

Out-of-network

Mental health care and substance abuse treatment

Inpatient mental health care Inpatient substance abuse treatment	Covered - 100% after deductible	Covered - after deductible
	Covered - 50% after deductible	Covered - 50% after deductible
Day/visit limits (up to 60 days per calendar year with a lifetime maximum of 120 days)		
Outpatient mental health care • Facility and clinic • Physician's office	Covered - 100% after deductible	Covered - 50% after deductible
	Covered - 100% after deductible	Covered - 50% after deductible
	Up to 50 visits per calendar year with a lifetime maximum of 120 visits per member	
Outpatient substance abuse treatment - in approved facilities	Covered - 50%	Covered - 50%
	Up to the state-dollar amount that is adjusted annually	

Other covered services

Outpatient Diabetes Management Program (ODMP)	Covered - 100% after deductible	Covered - 80% after deductible
Allergy testing and therapy	Covered - 100% after deductible	Covered - 80% after deductible
Chiropractic spinal manipulation	Covered - 100% after deductible	Covered - 80% after deductible
Up to 24 visits per calendar year		
Outpatient physical, speech and occupational therapy	Covered - 100% after deductible	Covered - 80% after deductible
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	Covered - 100% after deductible	Covered - 100% after deductible
Prosthetic and orthotic appliances	Covered - 100% after deductible	Covered - 100% after deductible
Private duty nursing	Covered - 50% after deductible	Covered - 50% after deductible
Prescription drugs	Not covered	Not covered

Included riders

Rider CB-ET \$0, emergency treatment copay requirement	Removes copay for facility services performed in a hospital emergency room.
Rider CBD \$250-P, deductible requirement for in-network services	Adds an in-network deductible of \$250 for one member, \$500 for the family each calendar year for most covered services provided by PPO providers. Amounts applied toward an annual deductible for out-of-network services also count toward the deductible for in-network services. However, deductible amounts for in-network services are not applied toward the deductible for out-of-network services.
Rider CBD \$500-NP, deductible requirement for out-of-network services	Increases out-of-network deductible from \$250/\$500 to \$500 for one member, \$1,000 for the family each calendar year.
Rider CB-MHDV 0%, mental health days and visits	Removes the copay for mental health care services (not substance abuse services). Replaces annual and lifetime dollar maximums for mental health care services and inpatient and residential substance abuse treatment with day/visit limits (up to 60 days per calendar year with a lifetime maximum of 120 days for inpatient mental health care and inpatient and residential substance abuse treatment; and up to 50 visits per calendar year with a lifetime maximum of 120 visits per member for outpatient mental health care).

Approved by BCBSM 12-20-07

Union _____

Date _____, 2008

Proposal: Prescriptions

1. \$10 generic/\$10 brand formulary; \$20 brand non-formulary/\$10 mail order and lifestyle Rx \$20 generic/\$40 brand. If an employee opts for brand name medication when a generic prescription is available, then the employee shall pay the difference between generic and brand. If a prescription is written for Dispense as Written when there is a generic medication available, the employee will pay the difference between the generic and the brand name medication. However, the prescribing doctor may submit a letter of medical necessity which will be reviewed by Pharmacare. Upon approval by Pharmacare, the member will pay only the brand co-pay.
2. The employee will pay a \$0 co-pay for over the counter (OTC) equivalents of a prescription from a physician that are in the same therapeutic class as a prescription drug. Examples include, OTC Claritin, OTC Prilosec, OTC Loratadine and OTC Alavert, PPI (Proton Pump Inbititors) and NSA (Non-Sedating Antihistamine) Drugs may be added to OTC program in the future with a recommendation from our Pharmacy Benefit Manager and approved by the Insurance Research Committee.

*** Note that Birth Control Rx will be moved to the formulary list of medications.

E. Worker's Compensation - On the Job Injury - An employee who suffers injuries compensable under the Michigan Workers' Compensation Act shall be paid the difference between his regular wages and payment received under provisions of the Act. An employee injured on the job will be eligible for thirty (30) days prorated from the sick bank to supplement his workers' compensation. After thirty (30) days he shall use his own sick leave, prorated, to supplement the workers' compensation. After these have been exhausted he shall receive only the regular allotment as governed by the Workers' Compensation Act.

**ARTICLE XV
Vacations**

A. E.D.E.S.A. members shall be eligible to receive accrued vacation benefits. These days will start accruing from date of employment. They must be used in full day increments. Members shall earn credits toward vacation with pay in accordance with the following schedule:

Vacation Schedule - 52 Week Employees

Five-sixth (5/6th) of a day per month employed. Annual credits earned in excess of one-half (1/2) day shall be considered a full day and credit less than one-half (1/2) day shall be ignored.

First year through fifth year	10 days
sixth year.....	11 days
seventh year	12 days
eighth year	13 days
ninth year	14 days
tenth year	15 days
eleventh year.....	16 days
twelfth year	17 days
thirteenth year	18 days
fourteenth year	19 days
fifteenth year.....	20 days
sixteenth year.....	21 days
seventeenth year.....	22 days
eighteenth year.....	23 days
nineteenth year.....	24 days
twentieth year.....	25 days

Credits shall be reduced one (1) day per month for a month in which a member receives pay for less than the majority of the scheduled working days in that month.

All E.D.E.S.A. employees working less than fifty-two (52) weeks hired after July 1, 1973 shall take as vacation days those days identified on the E.D.E.S.A. Calendar as vacation/break.

B. Unused vacation – Fifty-two (52) week employees may carry over unused vacation not to exceed five (5) days to the next year, but they must be taken within the immediate next earned vacation period of one (1) year. Unused earned vacation days in excess of five (5) days shall be paid to the employee at the end of the vacation period in which they were earned.

- C. Employees other than fifty-two (52) week employees** shall take as vacation days, any full day indicated on the school calendar as days identified as vacation/break.
1. Unused vacation days in excess of these shall be paid to the employee at the end of the vacation period during which they were earned.
 2. No days shall be carried over to the next year.
 3. Less than fifty-two (52) week employees who have accrued fifteen (15) or more years seniority shall be given one (1) additional day to be used as vacation.
- D. Pay in Lieu of:** If an employee becomes totally disabled under the care of a duly licensed physician, and becomes hospitalized during his vacation, the vacation shall be rescheduled. In the event such disability continues through the year, he shall be awarded payment in lieu of vacation. In the event of death of the employee, earned vacation pay shall be payable to his estate.
- E. Seniority** shall govern regarding vacation time preferences providing that required operations of the school district shall not be detrimentally affected.
1. Requests shall be made in duplicate, approved by the immediate supervisor and sent to the Assistant Superintendent, Administrative Services Office.
 2. Vacation pay may be paid to each employee in advance of the employee's vacation if he makes three (3) weeks advance request in writing to the Administrative Services Office.
- F. Retirement or Resignation** - Upon resignation or retirement, an employee shall receive any unused vacation allowance at the rate of pay received by him at the time the allowance is earned, subject to provisions of Article X and XII.

ARTICLE XVI

Negotiation Procedures and Ratification

- A.** During negotiations, neither party shall have any control over the selection of a negotiating or bargaining representative of the other party, and each party may select its representative from within or outside the School District. The parties may mutually agree to limit the number of bargaining representatives. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of E.D.E.S.A. in good standing, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification. If the parties fail to reach and agree, or fail to reach an agreement in any negotiations, either party may invoke the mediation machinery of the Michigan Employee Relations Commission, or take any other lawful measures it may deem appropriate except as limited by terms of this Agreement.
- B.** Either party shall give written notice to the other party at least sixty (60) days prior to the expiration of this Agreement that they desire to open negotiations. The parties shall agree on a date to begin negotiations on a new Agreement.

- C. Negotiations shall be completed by the termination date of the existing Agreement unless a written extension is agreed upon by both parties.
- D. Upon completion of negotiations and the ratification of the contract by the E.D.E.S.A. membership and the Board of Education, all pay increases shall be retroactive to October 1. All retroactive pay shall be paid in a lump sum payment.

ARTICLE XVII
Grievances

- A. The primary purpose of this procedure shall be to secure at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any E.D.E.S.A. member to discuss an alleged grievance with any appropriate member of the Administration.

Reasonable time may be allocated to the President and/or Chief Steward to conduct or properly process Association grievances or potential grievances during working hours.

- B. A "grievance" is defined to be any difference that may arise between the parties hereto as to:
 - 1. Any matter relative to pay, hours of employment and other conditions of employment.
 - 2. Any matter involving the interpretation or violation of any of the provisions of this Agreement.
 - 3. Any unilateral change or addition in policy or practice by the Board, which may affect wages, hours or other conditions of employment.
- C. If a question arises as to whether or not a particular complaint is a "grievance" as defined in this Article, the question may be considered through the grievance procedure as herein provided.
- D. The Board of Education retains and reserves all powers, rights, authority, duties and responsibilities vested in it by the laws and Constitution of the State of Michigan and the Federal Government, limited only by specific and express terms of this Agreement. The Board retains all rights not in conflict with this Agreement.

ARTICLE XVIII
Grievance Procedure

The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. Time limits may be extended by mutual consent.

A. Procedure

- 1. Step One: If the employee and/or the Association has a complaint, it shall be discussed with the immediate supervisor, individually and collectively, within fourteen (14) days following knowledge by the employee or the Association of the alleged occurrence of the complaint. If the employee and/or the Association is not satisfied with the discussion, the complaint shall be reduced to writing, at which point it becomes a grievance. The grievance shall be filed

with the immediate supervisor within seven (7) days of the oral discussion. A written answer to the grievance by the supervisor shall be rendered to the Association within seven (7) days.

2. Step Two: In the event the Association is not satisfied with the disposition of the grievance at Step 1, it may within fourteen (14) days, appeal, in writing, to the Superintendent. The grievance shall state the questions at issue, a statement of facts, the article(s) of the Agreement that allegedly is or are being violated and the relief sought. The Superintendent or designee, within seven (7) days from receipt of the appeal, will meet and confer with the Association President or designee on the grievance. The Superintendent, or designee, shall render a disposition in writing within seven (7) days after the conference.
 3. Step Three: If the Association is not satisfied with the disposition issued in Step 2, the President of the Association or designee may, within seven (7) days after receipt of the disposition, request in writing a meeting with the Board of Education. The Board of Education shall hear the grievance within thirty (30) calendar days after receipt of the written appeal. The Board shall answer, in writing, to the President of the Association, its disposition within seven (7) days following the hearing.
 4. Step Four: The Association may, within twenty-one (21) calendar days after receipt of the written reply by the Board, request arbitration by written notice to the Board. The selection of the Arbitrator and the Arbitration procedure shall be conducted in accordance with the rules and regulations of the American Arbitration Association.
 - a. The decision of the Arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of the testimony and argument. Fees and expenses for the arbitrator only shall be borne equally by the Board and the E.D.E.S.A. However, each party shall be responsible for expenses of its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made; providing it pays for the record and makes copies available, at cost, to the other party. The E.D.E.S.A. President will be furnished a copy of all completed grievances.
 - b. In the event the provisions relative to arbitration shall at any time be held to be contrary to law by a competent court of jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, then, within ten (10) days after receipt of the written reply of the Board of Education, the E.D.E.S.A. may petition the Michigan Employment Relations Commission to forthwith mediate the grievance pursuant to the power and authority conferred upon said Commission by the provisions of the Michigan Public Act 336, 1947, as amended.
- B. The Association and the Board may mutually agree that a particular grievance has applicability beyond the immediate situation and upon such agreement it may be presented at the appropriate step in the grievance procedure.
- C. Failure of the Employer at any step of the grievance procedure to render a disposition on a grievance within the specified time limits shall move the grievance to the next step of the grievance procedure. Failure of the grievant to process his claim within the time limit(s) specified shall be deemed to be satisfaction on the part of the grievant, with the disposition of the grievance by the Employer at any previous step.
- D. The following matters shall not be the basis of any grievance:
1. Termination of services or failure to re-employ by the Board of Education of any probationary employee.

2. Any complaint for which there is another remedial procedure or a form established by law or by regulation having the force of law.
 3. Promotions and hiring, providing the procedures established by the provisions of this contract for promoting and hiring are followed.
- E. The grievant and the Board or its designated representative(s) shall have the following rights:
1. To be present at the hearing;
 2. To hear testimony given;
 3. To give testimony in his own behalf;
 4. To call others to give testimony in his behalf;
 5. To question, either personally or through counsel or his representative, any person giving testimony;
 6. Either the grievant or the Board of Education has the right to request a hearing be closed to the public.
- F. No decision or adjustment of a grievance shall be contrary to the provisions of this Agreement.
- G. The Vice-President of the E.D.E.S.A. may act in the event of the disability, absence, incapacity, or death of the President. A designated representative of the Employer may act in the event of the disability, absence, or incapacity of the Superintendent.
1. Neither party shall submit evidence at the arbitration or mediation steps of this procedure which was not previously disclosed to the other party at any or all of the preceding steps of the grievance procedure.

ARTICLE XIX

Miscellaneous Provisions

- A. The E.D.E.S.A. shall be duly advised by the Board of fiscal, budgetary, tax or legislative problems and programs affecting the District which are proposed or under consideration, and the E.D.E.S.A. shall, whenever feasible, have the opportunity in advance to consult with the Board in any decision in such matters. The Association recognizes its responsibility to give every possible assistance to the Board in regard to fiscal, tax, legislative and other such problems, which affect the support of the school system.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. No job descriptions shall be changed or salary adjustments made on present classifications and no job shall be reclassified individually other than through the reevaluation procedure as outlined in this contract.
- D. Testing shall be done for reclassification and promotions only for qualifications that differ.

- E. When, and if, additional paid Holidays are authorized by the Board to apply throughout the Public School System to all regular employees, during the life of this Agreement, such holidays shall become a part of this Agreement.
- F. East Detroit Public Schools agrees to pay for the fingerprinting required by the State of Michigan for all E.D.E.S.A. members.

ARTICLE XX
Evaluation

See E.D.E.S.A. Clerical Employees Evaluation Plan available in the Administrative Services Office.

ARTICLE XXI
Duration of Agreement

This Agreement shall become effective on the 1st day of October 2007 and shall continue in effect until 11:59 PM the 30th day of June 2010.

At least sixty (60) days prior to the expiration of this Agreement, the parties shall begin negotiations on a new Agreement. If an Agreement is not reached by the expiration day, the contract will be extended so long as negotiations are in progress for a new Agreement.

This contract may be re-opened for a specific item or article upon mutual consent of E.D.E.S.A. and the Board.

NOTES

SCHEDULE A

<u>Level</u>	2007-2008		2008-2009		2009-2010	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
	Prob	After	Prob	After	Prob	After
	<u>Rate</u>	<u>20 Days</u>	<u>Rate</u>	<u>20 Days</u>	<u>Rate</u>	<u>20 Days</u>
I SECRETARY	\$13.95	\$18.64	\$14.23	\$19.01	\$14.51	\$19.39
Administration						
Elementary						
HS Bookstore						
Middle School						
*Summer Work						
II SECRETARY	\$14.74	\$19.66	\$15.03	\$20.05	\$15.33	\$20.45
Attendance						
Middle School - Asst. Principal						
Special Services						
Transportation/Maintenance						
III SECRETARY	\$15.52	\$20.68	\$15.83	\$21.09	\$16.15	\$21.51
Adult Ed (Day & Evening)						
Alternative Ed						
Benefits/SubFinder						
Career & Technical Ed						
Children's Services						
Director of Instruction/CTE						
Educational Technology						
Elementary Principal						
Food Services Director						
HS - Asst. Principal						
HS Bookkeeper						
HS Data Operations						
Leisure & Enrichment						
Middle School Principal						
Special Services Director						
IV SECRETARY	\$16.30	\$21.71	\$16.63	\$22.14	\$16.96	\$22.58
Administrative Services						
Director of Instruction						
Director of Maintenance/Transp.						
High School Principal						
V SECRETARY	\$17.09	\$22.73	\$17.43	\$23.18	\$17.78	\$23.64
Dir of Fiscal Serv./Accts. Payable						
Payroll						
Pupil Accounting/Internal Accounts						

SHIFT PREMIUM additional 20 cents per hour for afternoon shift. Any shift starting at 12:01 p.m. or later on a normally scheduled shift or work day will qualify for the premium differential.

*Summer Work see Page 7

SCHEDULE B

I SECRETARY

Administration, Elementary, High School Bookstore, Middle School

Performs a variety of tasks requiring clerical skills and knowledge of office practices and procedures. Ability to perform assigned duties without continued supervision. Procedural work would be clarified and defined by the supervisor.

QUALIFICATIONS:

Typing.....55 wpm
Experience..... 2 years
Demonstrated work processing/data entry skills

II SECRETARY

Attendance, Middle School/Asst. Principal, Special Services, Transportation/Maintenance

Performs a variety of tasks requiring clerical skills and knowledge of office practices and procedures. Required to make decisions based on knowledge of school's organization, policies and personnel. Works well under general supervision. Procedural work would be clarified and defined by the supervisor.

QUALIFICATIONS:

Transcribing skills.....70 wpm
Typing.....55 wpm
Experience..... 2 yrs
Demonstrated word processing/data entry skills

III SECRETARY

Adult Education, Adult Education (Evening), Alternative Education, Benefits/Subfinder, Career/Technical Education, Children's Services, Director of Instruction/CTE, Educational Technology, Elementary Principal, Food Service, HS Asst. Principal, *HS Bookkeeper, **HS Data Operations, Leisure and Enrichment, Middle School Principal, Special Services/Director

Performs a variety of tasks requiring clerical skills and knowledge of office practices and procedures. This secretarial position requires a person who works with limited supervision. The secretary must perform with a high degree of efficiency and accuracy. Office work may be of a high degree of difficulty and responsibility. Procedural work would be clarified and defined by the supervisor.

QUALIFICATIONS:

Transcribing skills.....80 wpm
Typing..... 60 wpm
Experience..... 3 years
*Technical skills..... Bookkeeping
**Data Processing..... Scheduling
Demonstrated word processing/data entry skills.

IV SECRETARY

Administrative Services, High School Principal, Maintenance,* Office of Instruction

Performs a variety of tasks requiring clerical skills and knowledge of office practices and procedures. This secretarial position requires a person who works with limited supervision. The secretary must perform with a high degree of efficiency and accuracy. The office work may be of a high degree of difficulty and would entail considerable responsibility. Procedural work would be clarified and defined by the supervisor.

QUALIFICATIONS

Transcribing skills.....85 wpm

Typing.....65 wpm

Experience..... 4 years

*Microsoft Excel and Power Point

Demonstrated word processing/data entry skills

V SECRETARY

Fiscal Services/Accounts Payable

Performs a variety of tasks requiring clerical skills and knowledge of office practices and procedures. This secretarial position requires a person who works with limited supervision. The secretary must perform with a high degree of efficiency and accuracy. Responsible for all accounts payable/data entry functions. Employees in this classification perform accounting tasks of more than moderate difficulty involving some auditing. Work under general supervision and are called upon to exercise independent judgment. Procedural work would be clarified and defined by the supervisor.

QUALIFICATIONS

Transcribing skills.....85 wpm

Typing.....65 wpm

Experience..... 4 years

Demonstrated word processing/data entry skills. Bookkeeping skills and course work in bookkeeping preferred

V SECRETARY

Pupil Accounting/Internal Accounts

Performs a variety of tasks requiring clerical skills and knowledge of office practices and procedures. Compiles all Pupil statistics pertinent to the school district and is responsible for reports required by the Michigan Department of Education. Manages and writes checks for internal accounts of all of school district buildings. Persons in this classification are under general supervision and require substantial technical knowledge and are called upon to exercise independent judgment. Procedural work would be clarified and defined by the supervisor.

QUALIFICATIONS

Typing.....60 wpm

Experience..... 5 years

Experience with data processing programming and/or systems analysis

Demonstrated knowledge relative to data entry and retrieval

Knowledge of State of Michigan mandated pupil reporting

Bookkeeping and accounting course work preferred

V PAYROLL OPERATIONS

Performs a variety of tasks requiring clerical skills and knowledge of office practices and procedures. Responsible for all payroll and data operational functions. Compiles payroll statistics, writes and sorts checks. Employees in this classification perform responsible accounting tasks of maximum difficulty involving some auditing and are called upon to exercise independent judgment. Works with limited supervision. Procedural work would be clarified and defined by the supervisor.

QUALIFICATIONS

Typing.....60 wpm
Experience..... 5 years
Bookkeeping and accounting course work preferred
Demonstrated data entry/retrieval skills

REEVALUATION

Should a member of EDESA feel that his position responsibilities have increased and/or requires additional skills he should:

1. Discuss the situation with his immediate supervisor to determine if the situation is permanent or temporary.
2. If permanent, inform the EDESA President that he is going to request a (Plante Moran questionnaire) re-evaluation.
3. Individuals requesting reevaluation should submit a letter to the Employee Services Office requesting a copy of the Reevaluation Application, with a copy of the request sent to the President of the East Detroit Educational Secretaries Association.
4. Within twenty (20) days after the form is submitted, the applicant shall be granted an interview and the petition shall be reviewed by the current Board/EDESA Negotiating Team. Five (5) days after the review, an answer shall be given to the EDESA employee.
5. Should the EDESA member's petition fail, he will be granted a conference for full explanation.
6. Requests for reevaluation shall be limited to one (1) request per two (2) year period, per individual, per classification.

**SCHEDULE C
EDESA CALENDAR
2007 - 2008 SCHOOL YEAR**

November	6	Tuesday	In-Service
	22	Thursday	Thanksgiving - Holiday
	23	Friday	Thanksgiving - Holiday
December	24	Monday	Christmas – Holiday
	25	Tuesday	Christmas - Holiday
	26	Wednesday	Christmas - Holiday
	27	Thursday	Christmas - Holiday
	28	Friday	Christmas – Holiday
	31	Monday	Christmas - Holiday
January	1	Tuesday	New Year - Holiday
	2	Wednesday	New Year – Holiday
	21	Monday	Martin L. King - Holiday
February	18	Monday	Winter Break
March	21	Friday	Easter - Holiday
	24	Monday	Easter - Holiday
	25	Tuesday	Easter - Vacation
	26	Wednesday	Easter - Vacation
	27	Thursday	Easter - Vacation
	28	Friday	Easter - Vacation
May	9	Friday	In-Service
	26	Monday	Memorial Day - Holiday
July	4	Friday	Independence Day - Holiday
August	29	Friday	Labor Day - Holiday
September	1	Monday	Labor Day - Holiday

Vacation: Less than 52-week employees

Holiday/Break: All Employees

Calendar to be determined each year by September 1.

EAST DETROIT PUBLIC SCHOOLS, MACOMB COUNTY, MICHIGAN, BY:

Paul Seibert, President
Jon Gruenberg, Vice President
Corrinne Harper, Secretary
Matt Vroman, Treasurer
Jeffrey B. Allen, Trustee
Carol Corrie, Trustee
Kim Zuccaro, Trustee

THE EAST DETROIT EDUCATIONAL SECRETARIES ASSOCIATION NEGOTIATIONS TEAM BY:

Marguerite Moore, President
Tamra Szacon, Chief Steward
Wendy Evans, Vice President
Janet Wentz, Member

BOARD NEGOTIATIONS TEAM BY:

Mr. Bruce Kefgen, Superintendent
Dr. Lois Johnson, Assistant Superintendent

NOTES

NOTES

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