

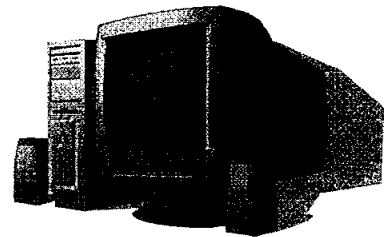
**MASTER AGREEMENT
BETWEEN**

CLARKSTON COMMUNITY SCHOOLS

AND

**CLARKSTON OFFICE PERSONNEL ASSOCIATION
(MEA/NEA)**

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July 1, 2007 to June 30, 2010

CLARKSTON COMMUNITY SCHOOLS

CLARKSTON OFFICE PERSONNEL ASSOCIATION (MEA-NEA) AGREEMENT

The Clarkston Community School District, party of the first part, and the Clarkston Office Personnel Association (MEA/NEA) party of the second part, do hereby agree and affix their signatures thereon in acceptance of the contractual stipulation to be in effect for a period of **three (3) years** beginning **JULY 1, 2007 AND ENDING JUNE 30, 2010**.

Either party desiring changes in this agreement shall notify the other party in writing at least ninety (90) days prior to the expiration of the contract. Changes may be made at any time by mutual consent.

BOARD OF EDUCATION THE CLARKSTON COMMUNITY SCHOOLS

	_____	Date
By: _____	_____	Secretary
President	_____	
_____	_____	Negotiator
Negotiator	_____	
_____	_____	Negotiator
Negotiator	_____	

CLARKSTON OFFICE PERSONNEL ASSOCIATION (MEA/NEA)

	_____	Date
_____	_____	Negotiator
Negotiator	_____	
_____	_____	Negotiator
Negotiator	_____	
_____	_____	Negotiator
Negotiator	_____	

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AGREEMENT

This agreement is entered into, effective **JULY 1, 2007**, by and between the Clarkston Board of Education, the city of Clarkston, Michigan, hereinafter called the "Board," and the Clarkston Office Personnel Association, affiliated with the Michigan Education Association/National Education Association (MEA/NEA), hereinafter called the "Association."

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Clarkston Office Personnel Association as representatives of secretaries and clerks with respect to hours, wages, and terms and conditions of employment, and other working conditions, and

WHEREAS, both parties are desirous of establishing a harmonious relationship for the purpose of promoting the best interests of both parties, and for the purpose of defining their mutual rights and obligations, this agreement shall not be modified, altered, or changed in any respect without mutual consent.

The Clarkston Community School District, party of the first part, and the Clarkston Office Personnel Association, MEA/NEA, party of the second part, do hereby agree to and affix their signatures thereon in acceptance of the following contractual stipulations to be in effect for a period of **THREE (3) years beginning JULY 1, 2007 AND ENDING JUNE 30, 2010.**

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for the duration of this Agreement for employees in this unit certified by the Michigan Employment Relations Commission (MERC) on March 16, 1993 in Case No. R92 B-49. The unit will include office clerical employees currently assigned bargaining unit work. Excluding central office secretaries, substitute secretaries/clerks and all other employees. All other substitute personnel are excluded.
- B. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection or refrain therefrom.
- C. The parties specifically recognize the right of each other to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency.
- D. The Board agrees not to negotiate with any organization other than the Association for the duration of the Agreement.
- E. The rights granted herein to the Association shall not be granted to or extended to any competing labor organization.

ARTICLE II

MANAGEMENT'S RIGHTS CLAUSE

"The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the laws and the Constitution of the United States, including, but without limiting the generality of the foregoing, the right

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during working hours;
2. To hire all employees and, subject to the provision of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal, or demotion, and to promote and transfer all such employees;
3. To establish special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To determine class schedules, the hours of employment and the duties, responsibilities, and assignments of the employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States."

ARTICLE III

DUES, AGENCY SHOP, PAYROLL DEDUCTIONS

- A. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Association, shall within thirty (30) calendar days of the effective date of the Agreement or within thirty (30) calendar days of the date of hire by the employer, whichever is later, become members of the Association, or in the alternative, shall as a condition of employment, pay to the Association each month a service fee in the amount equal to the regular monthly Association membership dues uniformly required of employees of the employer who are members, but shall not include any special assessments or other requirements of the Association for special support from its members in excess of regular dues.
- B. An employee who shall tender written authorization for deduction of membership dues (or service fees) uniformly required as a condition of acquiring or retaining membership in the Association shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).
- C. The Association agrees that it will make membership in the Association available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Association.
- D. The Association shall indemnify and save harmless the District from any and all claims, demands, suits, and other forms of liability by reason of any action taken or omitted by the District for the purpose of complying with this Article, subject however, to the following conditions:
1. The damages have not resulted from negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Association has the right to choose the legal counsel to defend any said suit or action.
 3. This Article shall be effective retroactively to the date of this Agreement and all sums payable hereunder shall be determined from said date.
- E. The Board shall make payroll deductions upon written authorization from employees.
1. Authorization for insurance shall be delivered to the Board five (5) days prior to the second pay in July. Changes in the above deduction shall be made only upon receipt of written request thirty (30) days in advance.
 2. Authorization for the following list shall be delivered to the Board Office ten (10) days prior to the deduction:
 - a. Credit Union
 - b. Tax Sheltered Annuities
 - c. United Fund
 - d. Clarkston Foundation
 - e. MEA Financial Services Long Term Care Insurance

ARTICLE III - DUES, AGENCY SHOP, PAYROLL DEDUCTIONS (con't)

3. Upon authorization, the Board shall deduct one tenth (1/10) of the Association dues or service fees each month for ten (10) months beginning in September and ending in June. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Association Constitution and Bylaws. Such dues or fees collected shall be remitted to the person authorized by the President of the Association.

ARTICLE IV

EMPLOYEE AND ASSOCIATION RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee covered by this Agreement shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation 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 Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee covered by this Agreement in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employees covered by this Agreement with respect to hours, wages or terms or condition of employment. The Association also agrees that it will not discriminate against any member of the Association with respect to hours, wages or terms or conditions of employment.
- B. The Board shall grant the Association use of school buildings for Association meetings. The use of these buildings shall be at reasonable hours. Any use of buildings shall be governed by Board policy.
- C. Employee representatives of the Association shall be permitted to transact official Association business on school property, provided this shall not interfere with or interrupt normal school operations.
- D. The Association shall have the right to post notices of Association activities on a bulletin board in a mutually agreed upon location, provided, further, that the bulletin board shall not be used by the Association for political material or the like.
- E. No employee shall be prevented from wearing reasonable insignia, pins, or other identification of membership in the Association either on or off school premises.
- F. Association Leave:
1. There shall be five (5) days per year to be used for association business if needed, to be used in increments of one (1) hour or more. These days must be approved by the Association President and will require a five (5) day written notice to the immediate supervisor. Under extenuating circumstances, the five (5) day written notification period may be waived by the Appropriate central office administrator. An employee approved to use a day will be paid at the employee's base rate (not overtime) and no deduction in the employee's paid leave will result. The district reserves the right to deny association days when the absence of an employee would cause an extreme hardship to the district.
 2. Additional days, if needed, may be granted by the Appropriate central office administrator/designee upon request of the Association President.
 3. If the Association President/designee is called in during uncompensated time by the administration, the President/designee will be paid at base rate for a minimum of one-half (½) hour.

ARTICLE V

PROTECTION OF EMPLOYEES

- A. The Board recognizes its responsibility to give support and assistance to employees with respect to the maintenance of control and discipline.
- B. The employee shall promptly report any case of assault on the association member to the Board of Education or its designated representative. The Board shall advise the employee of their rights and obligations with respect to such assault and shall render assistance to the employee in connection with the handling of the incident.
- C. If any employee is complained against or sued as a result of any action taken by the employee while in pursuit of their employment, the Board shall render all justifiable assistance to the employee in their defense.
- D. Time lost due to action taken by the district in connection with any incident mentioned in this Article shall not be charged against the employee if exonerated of the charge.
- E. Employees shall be verbally notified of complaints made against them by parents. No action shall be taken nor shall any notice thereof be included in said employee's personnel file unless such matter is promptly reported in writing to the employee concerned. Assistance of the administrative staff will be given in the disposition of the complaint.

ARTICLE VI

JOINT COMMITTEE

- A. When important matters of mutual interest to the employer and the Association occur, a Joint Committee may be created to discuss alternatives available.
- B. Should it become necessary that the representative(s) of the Board and Association meet to discuss a problem of mutual interest, the parties, through mutual consent (and with the approval of the Superintendent/designee), may schedule meetings during duty hours. In such cases, the employee(s) representing the Association shall not suffer loss of pay or paid leave.

ARTICLE VII

JURISDICTION

- A. The employer agrees to respect the jurisdictional request of the Association and shall not require employees, other than employees of this Association, to perform work which is recognized as the work of the Association in the units in which they are employed, except in cases of emergencies, acts of God, or unavailability of an employee or substitute employee. The Board's use of judgment and discretion shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- B. The Association agrees that when employees are placed on a return-to-work program from a Workers' Compensation leave or injury leave, those employees of this Association may be assigned work to a light-work position in any unit of this Association or to a non-union position during their period of recovery. The rate of pay would be at the rate of the employee's regular position.
- C. Programs that would have local, county, state, or federal workers doing bargaining unit work will only be implemented with the understanding that no employee of the affected unit will lose their job.

ARTICLE VIII

DISCIPLINE, SUSPENSION AND DISCHARGE

- A. The employer shall not discipline, suspend or discharge any employee without just cause.
- B. In imposing any discipline on a current charge, the employer will not take into account any prior infractions which occurred more than eighteen (18) working months previously, provided however, that any offense involving moral turpitude shall be grounds for dismissal whenever discovered.
- C. An employee will be notified of discipline regarding violations of the contract within five (5) working days of the incident. The five (5) working day limit shall not apply when an employee is not working while on sick leave, vacation, holidays, etc. An employee can be disciplined only once for the same incident unless an investigation supports further action.
- D. Oral or written reprimands or warnings, suspensions, with or without loss of pay, or other discipline, including discharge, will be discussed with the employee in private. An Association Representative may be present at the option of the employee.
- E. Should the discharged, suspended, or disciplined employee consider the action to be improper, a complaint shall be presented in writing through the Association Representative to the employer within five (5) regularly scheduled working days after receiving the notification. The Board, or its designated representatives, shall review the discharge or discipline and give their answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Association, the matter shall be referred to the grievance procedure. In situations where a discharge is involved, the matter will be referred to the Appropriate central office administrator's level of the grievance procedure.
- F. Discipline, suspension or discharge of a probationary employee shall not be subject to the grievance procedure. In cases of discharge, the Superintendent or his designee agrees to hold a hearing upon written request of the employee involved. The Superintendent or his designee shall render a written decision to the employee within ten (10) working days following the hearing. The decision of the Superintendent will be final.
- G. Employees may review their personnel file pursuant to the Bullard-Plawecki "Employee Right To Know Act," Public Act 397, as per school district procedures.

ARTICLE IX

PROBATIONARY EMPLOYEES AND SENIORITY

- A. Employees hired new to the district, or rehired after having resigned, who are members of this bargaining unit, as defined, shall serve a probationary period of ninety (90) actual working days in their job assignment. The ninety (90) working day probationary period shall be accumulated within not more than one (1) year. The ninety (90) working day probationary period may be extended for any absences of the employee during that period, by the number of said absences. Based on the employee's written evaluation and at the discretion of the Administration, the ninety (90) work day probationary period may be extended up to an additional ninety (90) work days.
1. Secretaries and clerks who worked as substitute employees for 90 work days or more within the previous twelve months shall serve a 45-work day probationary period if hired as a permanent employee.
- B. After ninety (90) work days in their job assignment, credit for vacation allowance, paid leave and holiday pay shall be granted to the employee for whom this agreement provides vacation allowance, holiday pay and/or sick leave. Such benefits shall not be retroactive to their date of hire.
- C. Seniority will be figured from the date of hire separately for each classification of employees within the bargaining unit. If an employee has seniority in the bargaining unit, leaves the bargaining unit for another job within the district, and later returns to the bargaining unit, previously acquired seniority shall remain in effect. No seniority shall accrue for time spent working outside the bargaining unit. Any time spent working for the district, outside the bargaining unit, as a full-time employee (thirty (30) hours or more per week) shall count fully for salary schedule placement, longevity pay and vacation allowance. Return shall only be to an open position after transfers, recalls, and/or returns from leave, if any, have been completed.
- D. Seniority will be determined as follows when more than one employee in a classification has the same seniority date.
1. All members hired after July 1, 1994 will have will have their seniority determined by date and time of hire in their respective classification.
 - Date of hire
 - Time of hire
 2. ~~In the event of two employees in the same classification being hired at the same date/time highest seniority will be determined by alphabetical sequence of last name, last name starting with "A" having the highest seniority.~~
 2. A seniority list shall be distributed to members by October 1 of each year.
- E. The Board will provide annually to the Association a seniority list showing the names of all employees in the bargaining unit, their current classification, salary step, hourly rate, and date of hire as of the effective date of this Agreement. The Board will provide all information needed to keep the seniority list current to the Association President/designee.
- F. Loss of Seniority: Employees shall lose seniority for the following reasons:

ARTICLE IX--PROBATIONARY EMPLOYEES AND SENIORITY

1. If the employee quits or retires.
2. If the employee is discharged and the discharge is not reversed through the grievance process of this Agreement.
3. If the employee fails to return to work from layoff when recalled from layoff, as set forth in the recall procedure provided herein, unless explanations for the absence and lack of notice which are satisfactory to the employer are given.

ARTICLE X

PROFESSIONAL GRIEVANCE PROCEDURE

A. Definition of Terms:

1. Grievance - An individual or Association claim stipulating a violation, misinterpretation or misapplication of any provision of the Master Agreement.
2. Grievant - Term used to specify one person, a group of persons, or Association, whichever the case may be.
3. Association - Term used to specify the Clarkston Office Personnel Association.

B. Procedure in Registering a Grievance:

1. It is the grievant's responsibility to bring the grievance to the awareness of the immediate supervisor within five (5) work days of the alleged violation. The grievant, if desired, may be accompanied at any time during the proceedings by an Association Representative.
2. If no solution to the grievance is found in Step 1., the grievant must, within five (5) work days, resubmit the grievance, in writing, to the immediate supervisor or building principal, utilizing the Professional Grievance Report Form (form on file in buildings). Within five (5) work days of receipt of the written grievance, the immediate supervisor or the building principal shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor or the principal shall indicate their disposition of the grievance in writing within five (5) work days of such meeting. If the grievance is not filed within the designated time limit, the grievance shall be considered waived. All grievances submitted must indicate the Article and Section of the Master Agreement being violated, the nature of the grievance and the remedy requested.
3. If the grievant is not satisfied with the immediate supervisor's or building principal's disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting, the grievance shall be transmitted to the Executive Director of Human Resources within five (5) work days. The Superintendent or the designee, within five (5) work days, shall meet with the grievant, the immediate supervisor, or the building principal and shall indicate the disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association.
4. a. If the grievance is not settled in Step 3., the Association may, within ten (10) work days after receipt of the written decision, request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the Board of Education office.
b. Within ten (10) work days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Association shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the ten (10) work day period herein provided, either

ARTICLE X - PROFESSIONAL GRIEVANCE PROCEDURE (con't)

the Board or the Association may, within twenty (20) work days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association, and the hearing shall be conducted under the rules of said Association.

- c. The arbitrator shall hear the grievance in dispute and shall render a decision in writing and shall set forth the findings and conclusions with respect to the issue submitted to arbitration. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction, if within the scope of the authority as set forth herein.
 - d. The arbitrator shall have no authority except to pass on alleged violations of any express provision of this Agreement and to determine disputes involving the application or interpretation of any express provision of this Agreement.
 - e. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board is given discretion by the terms of this Agreement. No matter involving a probationary employee shall be considered or decided upon by an arbitrator. Any matter involving the content of employee evaluations shall not be subject to arbitration.
 - f. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.
 - g. During the arbitration proceedings, introduction of evidence and issues not previously disclosed during the defined steps of this grievance procedure shall be prohibited to both parties unless by mutual consent.
5. Nothing contained herein shall be construed to prevent any grievant from presenting a grievance and attempting to arrive at a solution without intervention of the Association, if the solution is not inconsistent with the terms of the Master Agreement.
 6. Grievance procedures as discussed in this Article of the Master Agreement will be adhered to during hours that do not conflict with normal working duties, unless time adjustments are mutually agreed upon by both parties.
 7. Notwithstanding the expiration of this Agreement, any grievance arising during the term of the Agreement may be processed through the grievance procedure, so long as the time limits set forth above are complied with.

ARTICLE XI
CONDITIONS OF EMPLOYMENT

A. Secretarial positions are defined as having primary job responsibilities that support administrative/supervisor functions to include but not limited to administrator/supervisor personal secretary, budget and fiscal management, accounting, computer data management and student services, athletics, student transportation, etc.

B. Office Personnel positions shall be classified as follows:

1. Secretary 52: Those secretarial positions that are scheduled 52 weeks per year including holidays).
2. Secretary 48: Those secretarial positions that are scheduled to extend two (2) weeks beyond the end of the school year and four (4) weeks prior to the beginning of the school year (a minimum of 240 work days including holidays). While adhering to the same total number of days (weeks), work time may be arranged by agreement between the secretary and building administrator.



C. Clerk positions are defined as having primary job responsibilities that support non-administrative/supervisory functions to include but not limited to student attendance, filing and records maintenance, counselor and student records support, receptionist, typist, telephone attendant, etc.

D. Clerk positions shall be classified as follows:

1. Clerk 48: Those clerk positions that are scheduled the same days as teacher work days and four (4) weeks prior to and two (2) weeks after the school calendar year (a minimum of 240 work days including holidays). While adhering to the same total number of days (weeks), work time may be arranged by agreement between the clerk and building administrator.
2. Clerk 45: Those clerk positions that are scheduled the same days as teacher work days and two (2) weeks prior and two (2) weeks after the school calendar year (a minimum of 225 work days including holidays). While adhering to the same total number of days (weeks), work time may be arranged by agreement between the clerk and building administrator.
3. Clerk 42: Those clerk positions that are scheduled the same days as teacher work days (a minimum of 210 work days including holidays). Additional

ARTICLE XI - CONDITIONS OF EMPLOYMENT (con't)

time, not to exceed two (2) weeks, may be scheduled prior to or after the school year if requested by the building principal and approved by the Superintendent/designee.

- E. The normal work assignment shall be eight (8) hours per day, forty (40) hours per week, excluding duty-free lunch time, Monday through Friday. However, non-traditional use of facilities may require non-traditional use of the workforce. Therefore, vacancies and new positions posted after July 1, 1997 are subject to provisions of Article XII, Section A. 2.
- F. 1. A fifteen (15) minute break shall be scheduled by the building principal for each four (4) hours of duty time. Breaks may be excluded in lieu of additional lunch time if approved and scheduled by the immediate supervisor.
2. Lunch Period:
- a. The lunch period will be thirty (30) minutes in length, duty free. Breaks may be excluded in lieu of additional lunchtime if approved and scheduled by the immediate supervisor.
 - b. If an employee's lunch period is interrupted, that employee will be allotted additional time during that shift to make up the difference.
 - c. The employee lunch schedules will be arranged to cover the office during student's medication dispensing. A witness needs to be present during medical dispensing.
 - d. The employee's lunch schedule will be made and/or approved by the immediate supervisor.
- G. In the event the building administrator or supervisor schedules a secretary or clerk to work more than forty (40) hours per week, the employee shall be compensated one and one-half (1½) times his/her regular hourly rate. If by mutual agreement, compensatory time is awarded in lieu of compensation, the time shall be awarded at one and one-half (1½) times for each hour in excess of forty (40) hours. All compensatory time shall be taken within the school year in which it was earned.
- H. The scheduling and assignment of work hours shall be prepared by the building administrator/supervisor with the approval of the Appropriate central office administrator/designee.
- I. When new technology is introduced within a job requirement, the Board's shall provide in-service training for those employees required to use that technology. A professional development committee will meet to review and recommend needed training.

ARTICLE XII
VACANCIES, PROMOTIONS AND TRANSFERS

Employees of this association will have rights to vacancies and transfers within their classification only. Employees on Workers' Compensation may be returned to a light duty position in any classification provided no layoff is caused by the light work assignment.

A. Vacancies

1. The Board declares its support of a policy of filling all vacancies from within its own personnel. If the district determines that a vacant position is to be filled, the position will be posted after use of a substitute for a maximum of ten (10) days.
2. All vacancies and new positions are to be posted five (5) working days prior to opening the position. The posting will contain the position to be filled, the start of the work week, day, time, shift needs of the district, the length of the work year, and the qualifications required. The posting shall be made in all Clarkston Community School buildings.

- a. Vacancies that occur when school is not in session will be posted for ten (10) working days with written notification to the President/designee(s).

3. Promotions

- a. An employee may apply for any position within the system for which the employee is qualified. Such an application must be in writing, addressed to the Appropriate central office administrator or the Executive Director of Human Resources.
- b. Each applicant shall be notified of the decision of the Appropriate central office administrator or the Executive Director of Human Resources within five (5) days of the fulfillment of the position. The decision of the appropriate central office administrator as to the granting of such promotions shall, however, be final. **Within five (5) days of placement, the appropriate administrator shall call the employee(s) who did not receive the position and give reasons and feedback why that employee did not get selected for the position.**

4. Transfers

- a. Requests by an employee for a transfer to a different building/position shall be made in writing to the Executive Director of Human Resources. The application shall set forth the reasons for transfer, the school or position sought.
- b. An involuntary transfer of office personnel will be made only in case of emergency including when relationships of co-workers create situations that may negatively affect the work place. The appropriate central office administrator or the Executive Director of Human Resources shall notify the employee of the reasons for such transfer. If the employee objects to such transfer for the reasons given, the dispute may be resolved through the grievance procedure.

ARTICLE XII - VACANCIES, PROMOTIONS AND TRANSFERS (con't)

- c. With approval of the appropriate central office administrator and mutual agreement between at least two (2) association members in the same unit, a transfer may be granted.
- d. All vacancies and new positions will be posted containing the start of the work week, day, time, shift needs of the District, the length of the work year and the qualifications required. No employee hired prior to July 1, 1997, shall be involuntarily transferred to a new position that includes other than a Monday through Friday work week.

5. Definitions:

- a. Vacancy - Any opening within the bargaining unit.
- b. New Position - An opening within the bargaining unit which expands the bargaining unit membership.
- c. Transfer - A movement of a bargaining unit member from one position or building to another position or building.
- d. Promotion - A reassignment from within the bargaining unit to a higher paid position.

ARTICLE XIII
LAYOFF AND RECALL

- A. If it becomes necessary to reduce the number of employees through general layoff, **these procedures will be followed** ~~probationary employees, in their classification, will be laid off first. All other employees will be laid off in order of seniority in their classification. (The employee having the least seniority will be laid off first.)~~ (recall will be in reverse order of layoff).
1. **Secretaries will be laid off by their classification and by lowest seniority in that classification. Clerks will be laid off by their classification and by lowest seniority in that classification.** ~~If, as a result of layoff, a seniority employee would be moved to a position that the employee feels would be unacceptable, that employee may choose to be voluntarily laid off and the highest seniority employee scheduled to be laid off would be recalled to such position.~~
 2. **Secretaries and clerks will not bump across classifications (i.e. secretaries will not bump to a clerk position and vice versa) unless the secretary or clerk has previously accrued seniority in the other classification.** ~~If, as a result of layoff, a seniority employee is moved to a position not previously occupied by said employee, a thirty (30) working day trial period will be in effect. If, within twenty (20) working days of the start of the trial period, the employee, the supervisor, or the Executive Director of Human Resources of Administrative and Personnel Services determines that the employee is having difficulty with the assignment, one of the following options will apply:~~
 3. **If a secretary has "frozen" seniority in the clerk classification (and vice versa), that time will be inserted on the seniority listing for the classification in which the employee has accrued the seniority.**
 4. **Members who leave the bargaining unit for a non-bargaining unit position in the district will not be listed as "frozen" on the seniority list and have no rights to "bump in" to the bargaining unit. However, if the employee returns to the bargaining unit while continuously employed by the district, they will be included on the seniority list for the classification in which they had previously accrued seniority. Their seniority will be calculated by using the original hire date in their classification to the day they left the bargaining unit position. Additional seniority accrues and is effective upon their return to the bargaining unit.**
 5. **With the exception of a qualified FMLA absence, paid or unpaid (reference Article XIV, B,1.b), if an employee is off the payroll for an extended leave they do not accrue seniority while on unpaid leave. However, if the employee has enough time in their sick bank to keep them on paid status, their seniority will continue to accrue.**
 6. **So as not to reduce an employee's work schedule, the employee will bump into a position of the lowest seniority employee with the same schedule. For example: if a 52 week secretary position is eliminated she will bump the lowest seniority 52 week secretary. If a 52 week position is not available she will bump the lowest 48 week secretary. At that time, the lowest 48 week secretary would be laid off, unless they had accrued seniority in the clerk classification. However, if there are at least two or more employees with the same classification at the same worksite, unit, or department, i.e. Community Education, high school, junior high school, or middle school and one or more of these same classifications are eliminated, then the lowest seniority of the same classification shall be bumped.**

**ARTICLE XIII
LAYOFF AND RECALL Cont'**

With regard to bumping rights only, a 48 or 45 week clerks will be classified with the 42 week clerks.

7. **If a member of the bargaining group is a part time employee, the number of hours they work per day or per week will not affect their position on the seniority list for their classification. That is, a four-hour per day clerk will not have their seniority reduced by half.**
8. If, as a result of layoff, a seniority employee would be moved to a position that the employee feels would be unacceptable, that employee may choose to be voluntarily laid off and the highest seniority employee scheduled to be laid off would be recalled to such position.
9. If, as a result of layoff, a seniority employee is moved to a position not previously occupied by said employee, a thirty (30) working day trial period will be in effect. If, within twenty (20) working days of the start of the trial period, the employee, the supervisor, or the Executive Director of Human Resources of Administrative and Personnel Services determines that the employee is having difficulty with the assignment, one of the following options will apply:
 - a. The employee may be transferred voluntarily or involuntarily if such transfer would not result in the layoff of an employee of higher seniority.
 - b. The employee may be voluntarily laid off and the highest seniority employee on layoff will be recalled.
- B. All employees will be given a minimum of thirty (30) calendar days notice if layoff becomes necessary. In the event of a severe financial emergency, and after consulting with the Association President, the thirty (30) day notice provision may be shortened to no less than ten (10) work days.
- C. If a laid off employee resigns during layoff, the laid off employee will receive severance pay for unused paid leave days according to Article XIX, Compensation, Section F.
- D. A recall notice will be sent by registered mail to the address currently recorded in the Board of Education Office. Failure to respond within ten (10) working days will be deemed a resignation. Each employee on layoff will be responsible for informing the Personnel Department of any change of address for notification.
- E. Laid off employees will remain on recall status for a time equal in length to their seniority in the district or three (3) years, whichever is lesser, but no less than twelve (12) months. No laid off employee shall be obligated to accept a part-time position to maintain their recall rights. However, acceptance of an interim part-time position will not prevent the employee from being recalled to his/her regular position.
- F. In the event, that the Board elects to layoff all or substantially all bargaining unit members working in a job classification, the members shall be given at least seventy-five (75) calendar days written notice, except in the event of a severe financial emergency as stipulated in Section B of this Article.

- G. Sick days already accumulated at the time of layoff shall be reinstated when the employee is recalled.

ARTICLE XIV

PAID LEAVES

- A. Following successful completion of the probationary period, sick days shall accumulate until a maximum of one hundred (100) days are accumulated at the rate of one (1) day for each month worked - twelve (12) days per year for 52 week employees; eleven (11) days per year for 48 week employees; and ten (10) days per year for 42-45 week employees. Employees hired after July 1, 1997, shall receive three (3) days less than indicated above for the first three (3) years of their employment.

Part-time employees who work a minimum of fifteen (15) hours per week will receive paid leave benefits.

B. **Illness or Disability:**

1. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be placed on an unpaid leave of absence for the duration of the illness or disability up to one (1) year, subject to the following conditions:
 - a. A doctor's statement will be required at the time of the request for leave stating the nature of the illness and approximate length of disability. Regular doctor's statements may be requested by the Administration.
 - b. Seniority will continue to accrue for an employee on approved sick leave up to one (1) year. Salary schedule placement (including longevity, if any) and unused accumulated sick days will be frozen at the time of the leave and reinstated when the employee returns to work.
 - c. Health insurance benefits, if applicable, will continue until the employee qualifies for long term disability benefits or ninety (90) calendar days, whichever is less.
 - d. Intent to return from unpaid sick leave must be given to the Board in writing at least fourteen (14) calendar days before the anticipated date of return from sick leave.
 - e. The employee on unpaid sick leave, including a Workers' Compensation leave, will be guaranteed a position for a period up to one (1) year from the commencement of the leave. If the unpaid leave is sixty (60) work days or less in duration, the employee will be returned to the original job assignment. When returning from leave, the employee may be temporarily assigned for up to thirty (30) work days before becoming eligible for full return rights including benefits, if applicable. After one (1) year, employees will have no return rights from leave, or employees will return to work, resign, or, by mutual agreement, may extend the leave for up to one (1) additional year. If an extension of leave is granted, upon requesting to return, the employee will be placed in the next available opening in his/her unit for which he/she is qualified.

ARTICLE XIV - PAID LEAVES (con't)

- f. The employee on unpaid leave may be replaced by a substitute employee during the period of the leave.
2. An employee who meets the qualifications of the Family Medical Leave Act may request a leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 4430.01 will apply. This leave may be requested for the following reasons:
 - a. The birth or care of a child.
 - b. The adoption or foster care of a child.
 - c. The care of a spouse, son, daughter, or parent if such individual has a serious health condition.
 - d. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility, or requires continuing treatment by a health-care provider (M.D. or D.O.).
 3. Sick leave shall not be considered as pay an employee is entitled to in cash or in vacation quota unless otherwise provided in this agreement. Said accumulated time shall be available to the individual in actual illness that prevents him/her from carrying out his/her duties on the job.
 4. When an employee is absent the day before or the day after a holiday, they shall not receive compensation for the holiday unless the absence is due to personal illness or death in the immediate family. In case of personal illness, they shall receive pay for the holiday. In such case, they may be required to submit a written statement from a physician or other qualified person as proof of illness.
 5. When an employee is injured on the job, or otherwise eligible for worker's compensation, the employee shall not suffer loss of pay during the time the employee is eligible for sick leave. When the employee is eligible for wage compensation, the amount will be determined by the Worker's Compensation Board. Health insurance benefits will be paid by the Board for a period not to exceed ninety (90) calendar days from the date of disability. Every attempt will be made to return the employee to a light work assignment as soon as possible after an injury.

C. Hospitalization

1. In the event of the hospitalization of a member of the immediate family, the employee will be allowed one (1) day per admittance, and, if needed, one (1) day to bring the member of the immediate family home, which will be deducted from paid leave.

ARTICLE XIV - PAID LEAVES (con't)

D. Death

1. In the event of death in the immediate family, (spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, or dependent living within the household), an individual is allowed three (3) days with full pay not to be charged against sick leave time. An additional two (2) days, if requested, shall be granted and charged against sick leave.
2. In the event of death of relatives outside the immediate family or household, or for persons where closeness of relationship would warrant, one (1) day will be allowed to attend the funeral and deducted from sick leave bank.
3. When the funeral is two hundred and fifty (250) miles or more from the residence of the employee, an extra day of traveling time will be allowed, upon request, which shall be deducted from sick leave.

E. Jury Duty

1. An employee called for jury duty shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation excluding mileage.

F. Court Appearance

1. A person required by subpoena to appear in court will receive full pay provided such appearance is not brought about by an illegal or negligent action of said employee. All fees received by the employee, excluding mileage, will be returned to the school district. This day, if used, will not be deducted from sick leave.

G. Personal Days

1. Two (2) days may be granted to each employee each year (non-accumulative) for the conduct of personal reasons which cannot be transacted at a time other than during working hours. If used, these days shall not be deducted from leave bank. If not used by the end of the school year, June 30, these days shall be added to the employee's sick leave bank provided the 100 day cap has not been reached.
2. These days shall be granted through prior approval of the building principal or department supervisor two (2) days in advance, except when such timely notice is impossible but in no case later than 3 p.m. on the day preceding the day in question.
3. These days shall not be used for extended vacation or for seeking other employment except with the approval of the Appropriate central office administrator.
4. These days may be used for immediate family illness.

ARTICLE XIV - PAID LEAVES (con't)

5. In order to guarantee the smooth operation of the district, no more than two employees of this Association will be granted personal days at the same time unless approved by the building administrator or central office administrator.
6. No personal day will be granted during the last five (5) working days of the school year nor can a personal day be used the day before or the day following a school recess unless pre-approved by the building administrator or central office administrator.

H. Emergency Day

1. One (1) emergency days (non-accumulative) will be allowed if approved by the supervisor or building principal. If used, the day will not be deducted from paid leave.
2. An emergency day is defined as any day in which personal health or property, or health or property of immediate family member is jeopardized.
3. The employee must submit the reason for the emergency, in writing, to his/her immediate supervisor within three (3) working days after the absence. Failure to do so will result in loss of pay.

I. Predictable Disability

1. In the case of a predictable disability, the guidelines of the Family Medical Leave Act may apply. Leaves up to twelve (12) weeks will be requested under the terms of this Act as explained in Clarkston Board of Education Policy 4430.01. Leaves granted pursuant to any section of this Article shall count toward leave to which the employee may be entitled under the FMLA.
2. An employee may also choose to request a predictable disability leave under the following conditions:
 - a. Compensation shall be limited to the earned accumulated paid leave at the time the leave begins.
 - b. The employee must notify the Board of Education in writing as soon as possible after medical confirmation of a physical condition which could possibly lead to a disability, giving estimated date of disability and confinement. Applications for leave must be made in writing forty (40) days before hospitalization or confinement. In case of emergency, time limits will not apply.
 - c. Monthly statements from a physician competent in the field of the disability, giving estimated date of confinement or hospitalization, are necessary.

ARTICLE XIV - PAID LEAVES (con't)

- d. Employees may continue to work to within thirty (30) calendar days of the date of the estimated confinement or hospitalization. The leave shall begin earlier if considered to be in the best interests of the students and/or employee.
- e. Section d., above, may be waived under the following conditions:
 - 1. Must be approved by a physician competent in the related field.
 - 2. Must be approved by the appropriate central office administrator.
 - 3. The appropriate central office administrator's decision will be final and will in no way establish a precedent.

ARTICLE XV

UNPAID LEAVES

- A. Unpaid Leave (Illness or Disability) See Article XIV, B.
- B. Unpaid Leave (Personal)
 - 1. Unpaid leave may be granted, upon request, limited to one (1) year under the following conditions:
 - a. Request must be made in writing thirty (30) days before the leave is to begin. In case of emergency, time limits will not apply.
 - b. Must be for legitimate reasons.
 - c. May be recommended by the building principal or supervisor and must have approval of the Appropriate central office administrator.
 - d. The decision of the Appropriate central office administrator shall be final.
 - e. The employee on unpaid personal leave will be guaranteed a position for a period of up to one (1) year from the commencement of the leave. If the unpaid leave is sixty (60) work days or less in duration, the employee will be returned to the original job assignment.
 - f. All insurance benefits and other fringe benefits will be discontinued through the duration of unpaid leaves. As per Article XVIII, Fringe Benefits, Section E, an employee may make arrangements to self-pay their health insurance.
 - g. Seniority and salary step will be frozen at the time of the leave, **excluding qualified leaves under the Family Medical Leave Act.**
 - h. Failure to give ten (10) calendar days notice of desire to return to work will be deemed a resignation unless extenuating circumstances exist which are acceptable to the Appropriate central office administrator or designee.
 - i. The employee on unpaid personal leave may be replaced by a substitute employee during the period of the leave.
- C. An employee who meets the qualifications of the Family Medical Leave Act may request an unpaid leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 4430.01 will apply. This leave may be requested for the following reasons:
 - 1. The birth or care of a child.

ARTICLE XV - UNPAID LEAVES (con't)

2. The adoption or foster care of a child.
3. The care of a spouse, son, daughter, or parent if such individual has a serious health condition.
4. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider (M.D. or D.O.).

ARTICLE XVI

VACATIONS

- A. Fifty-two (52) week secretaries hired after July 1, 1996, shall receive five (5) vacation days per year during their first year of hire with pay during the summer or, generally, when school is not in session (**students in attendance**). If the secretary has been employed for less than one (1) full year, vacation days will be earned at the rate of one-half ($\frac{1}{2}$) day per month after the employee completes a probationary period with a satisfactory evaluation. These employees shall receive ten (10) vacation days during their second full year of hire.
- B. Vacation dates chosen by the secretary and approved by the Principal, will be scheduled as close to the requested date as the work schedule will permit. Preference dates shall be decided on the basis of seniority. Previous year vacation days must be used by September 1 unless carry over is approved by the appropriate supervisor Director, or Principal. Days not approved for carry over will be forfeited. The Association and Board of Education agree to mutually support the reduction of accumulated vacation days held by current fifty-two week employees.
- C. Fifty-two (52) week secretaries (Secretary 52) hired after July 1, 1996:
1. Vacation days are earned from July 1 through June 30.
 2. During the first full year of employment: Employee shall earn vacation days at the rate of .5 day per month, to a maximum of five (5) days after the employee successfully completes a probationary period.
 3. Beginning in year two (2) of employment and through year six (6) employee shall earn vacation days at the rate of ten (10) days per year or .833 days per month.
 4. Beginning in year seven (7) of employment: Employee shall earn vacation days at the rate of fifteen (15) days per year or 1.25 days per month.
 5. For each following year, the Secretary 52 shall receive one (1) additional vacation day per year until the following days are reached:

Secretary 52 - 20 days
 6. Vacation is to be generally scheduled when school is not in session (**students in attendance**) unless pre-approved by the immediate supervisor/building principal.

ARTICLE XVI - VACATIONS (con't)

<u>Year</u>	<u>Number of Earned Vacation Days Per Month</u>
1	.5 with a maximum of 5
2-6	.833 maximum of 10
7	1.25 maximum of 15
8	1.33 maximum of 16
9	1.42 maximum of 17
10	1.5 maximum of 18
11	1.58 maximum of 19
12	1.67 maximum of 20

- D. An employee shall be given an additional paid vacation day when a holiday occurs during his/her vacation period.
- E. At the request of the Board, and with the agreement of the secretary, vacation time off may be waived so that the employee may work. If requested, the employee shall receive vacation pay in addition to their regular pay for no more than two (2) weeks.
- F. Employees who terminate employment voluntarily or involuntarily, including retirement and/or layoff, shall be paid at their last base hourly rate for any or all accumulated vacation time or in case of death paid to the beneficiary.
- G. Pay for vacation days shall be at the employee's base hourly rate and all paid benefits shall continue while the employee is on vacation. If a scheduled vacation bridges a contract anniversary date at which a new hourly rate of pay is provided, the vacation pay after the anniversary date shall be at the new base rate.

ARTICLE XVII

HOLIDAYS

- A. Employees, who have successfully completed their probationary period, will receive base pay for the following days if they fall during the regular work week and work year:

New Years Eve Day	Labor Day
New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Monday after Easter	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	

- B. If a holiday, listed in A., above, falls on Sunday, the following Monday will be a holiday if school is not in session. (If Monday is already a holiday, then Friday immediately prior to the holiday will be a holiday, providing school is not in session.) If a holiday falls on Saturday, the Friday immediately prior to the holiday shall be a holiday, providing school is not in session. (If Friday is already a holiday, then the following Monday shall be a holiday if school is not in session.). If school is in session on a holiday, a mutually agreed upon calendar will be developed between union representatives and the district. (school in session ie., students in school.)
- C. If an employee were to lose a holiday because school is in session, he/she shall be given a day off in lieu of the holiday on a day determined by the Board. All employees shall not receive the same day, but shall be scheduled, based on the needs of the district.
- D. The holiday pay shall be a sum computed by multiplying the employee's current hourly base rate of pay times the number of hours in the normal work day.
- E. If an employee, in case of an emergency, is requested to work on any of the holidays, the employee shall be paid time-and-one-half for any time worked, plus regular base pay as defined in C., above.
- F. The administration will present a holiday calendar for non-traditional work week employees by June 1 of each year for approval by the parties. The non-traditional work week employees will receive the calendar no later than August 1 every year.
- G. The days between Christmas and New Year's Day will be approved paid days off for employees of this unit.
- H. The four (4) days involved in spring recess not covered by Article XVII shall be granted without loss of pay for all secretaries and clerks provided school is not in session; or if the employee desires, they may use these four (4) days at other times during the school year when school is not in session; such as Winter Break, President's Day, etc.
- I. When schools are closed for any unpaid days at Christmas or mid-winter break, non-fifty-two (52) week employees who had perfect attendance (no absence during the previous twelve (12) month period (July 1 through June 30) will be granted two (2) paid days. Employees in this category with less than three (3) absences during this time period will receive one (1) paid day. These days must be requested a minimum of thirty (30) days prior to the date requested as a paid day.

ARTICLE XVII HOLIDAYS

- J. Clerks and secretaries may work the open house/curriculum nights and the evenings of parent teacher conferences in exchange for paid days off when school is not in session, such as the Friday before Labor Day, midwinter break, the half day before Thanksgiving, per article XI, G.

ARTICLE XVIII

FRINGE BENEFITS

- A. The Board agrees to provide PPO Health and Medical Benefits under the Clarkston Community Schools PPO Health Plan for eligible employees hired prior to 7-1-03 selecting health benefits as follows:
1. **The PPO Health Plan (Appendix C):** The PPO Health Plan will be provided for all employees hired prior to 7-1-03 ~~who are currently eligible for health insurance as of the last day of school 02-03. Effective July 1, 2005,~~ The PPO plan will include an annual deductible amount of \$100 per person/\$200 maximum per family for medical costs. Prescription Drug program will have a co-pay of \$5 for generic brand drugs/\$25 maximum/20% for brand name drugs whichever is less. The mail-in prescription program will include the same co-pay of \$5 for generic brand drugs/\$25 maximum/20% for brand name drugs whichever is less. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
 2. **Flexible PPO HRA Health Plan (Appendix D):** Effective September 1, 2007, any of the above eligible employees hired prior to 7-1-03 has the option to choose the Flexible PPO Health Plan. The Flexible PPO Health Care Plan is a PPO which includes an annual deductible amount that will be paid by the district through a Health Reimbursement Account (HRA). The employee will receive an HRA debit card for the employee to use to pay all deductible charges. When the annual deductible has been met, the employee with then use their insurance card only and have no co-pays on in-network services as described in the plan. The employee's prescription expenses are also covered by the annual deductible. When the annual deductible is met, the prescription co-pay will be \$0 thereafter for all approved drugs as listed in the described plan. A mail-in prescription program is also available for maintenance drugs. The annual deductible amount is determined from January 1 – December 31 each year. Note: If the employee uses the HRA debit card for any unapproved purchases, the employee will be responsible for repayment of those costs.
 - a. Employees who choose the HRA health plan must be willing to participate on a joint committee with the district and to attend a minimum of four (4) after hour meetings during the year to assist in monitoring the HRA and discuss and resolve any problems that may occur.
 - b. The District will pay a \$500 stipend at the end of the first school year for participation and attendance of all meetings. If the employee continues into the second year on the committee, the employee will receive a \$700 stipend at the end of the second year for participation for attendance of all meetings.
 - c. After the completion of the second year, a joint district insurance committee consisting of association members and district representatives shall make a recommendation to the COPA/district negotiation team. Based on the recommendation of the joint district committee, the COPA negotiation team will make a decision to do the following:
 - If there is a *positive* recommendation from the joint insurance committee to the COPA/district negotiation team, following will occur:

ARTICLE XVIII
FRINGE BENEFITS Cont'

1. All employees covered by the PPO will change to the HRA, HMO or state plan if enacted in 09-10
2. If the employee chooses to remain with the PPO, they will be responsible to pay for the difference in premium costs between the PPO and the HRA through payroll deduction.

- If there is a negative recommendation from the joint insurance committee to the COPA/district negotiation team, or if the district's cost of health insurance is more than . % of the district's total revenue (excluding grants, food service, athletics and childcare funds) the following will occur:

1. There will be a re-opener of salary and benefits for 2009-10.

3. HMO Health Plan (Appendix E): Benefits will be pursuant to the Summary Plan. The HMO plan requires a primary care physician referral system within the network. The prescription co-pay is \$5 for generic drugs and \$10 for brand name drugs that are approved in the plan. (There is a separate prescription card). If the employee chooses the HMO health plan, the district agrees to share one-half (1/2) of the savings of the employee's policy between the PPO premium cost as compared to the HMO premium costs. This savings will be paid twice a year in December and June.

- B. The board will provide HMO Health Care Plan (Appendix E) coverage to all eligible employees hired after 7-01-03. Health coverage will be provided according to the following schedule:
- Employees working 10 months or less (42-45 week clerks) will only be eligible for single person HMO health plan coverage.
 - Employees working 11 or 12 months (48-52 week secretaries) will be considered full time the next year) will be eligible for single person, 2 person or full family HMO health plan coverage.
 - Hour requirements as described in Article XVIII E and F will apply
 - Newly hired 10 month (42-45 week) eligible employees may upgrade their personal family coverage by co-paying the premium difference for 2 person or full family level of coverage through payroll deduction.
- C. All current and future eligible employees will have the option to "buy up" to the PPO or HRA Plan level of health insurance coverage. This may be done during the annual open enrollment period, by paying the difference in premium costs through payroll deduction.
- D. All current eligible employees will have the option to buy down by accepting the HMO health care plan. There will be a 50/50 share between the district and the employee in premium cost savings between the PPO cost and the HMO cost for that employee. The 50% cost savings will be paid in 2 equal payments on the first pay of December and the first pay of June each year.

The coverages listed are all subject to the terms and conditions of the Clarkston Community Schools benefit plan enclosed as Appendix C, D and E or in the Plan Summary booklets that will be provided to each employee.

~~1. Clarkston Community Schools PPO Health Plan A (for employees selecting medical benefits):~~

**ARTICLE XVIII
FRINGE BENEFITS Cont'**

- ~~a. Medical Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools PPO. Effective July 1, 2005, the PPO plan will include an annual deductible amount of \$100 per person/\$200 maximum per family for medical costs. Prescription Drug program will have a co-pay of \$5 for generic brand drugs/\$25 maximum/20% for brand name drugs whichever is less. The mail-in prescription program will include the same co-pay of \$5 for generic brand drugs/\$25 maximum/20% for brand name drugs whichever is less. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.~~
- ~~b. Optional Medical Benefits pursuant to the Summary Plan for the Clarkston Community Schools HMO Health Plan. Prescription Drug co-pay of \$5.00 for generic drugs/\$10 for brand name drugs. There will be a 50/50 share between the district and employee in premium cost savings between the PPO cost and the HMO cost for that employee. The 50% cost savings will be paid in 2 equal payments on the first pay of December and the first pay of June each year. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.~~

E. All eligible employees will receive the following benefits: (includes employees not selecting health benefits.)

- a. Group Term Death Benefits - \$25,000 AD&D that will be paid to employee's designated beneficiary. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
- b. Group Long Term Disability Protection - Sixty percent (60%) of salary; waiting period ninety (90) calendar days straight time to a maximum benefit of two-thousand dollars (\$2,000) monthly benefit. All pre-existing conditions are covered if the employee is actively at work for at least five (5) consecutive working days after the plan is effective. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
- c. Dental (50-50-50) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan This coverage is for all qualified members of the bargaining unit who have another dental source which coordinates those benefits with Clarkston Community Schools (50% for routine diagnostic, 50% for major restorative, 50% for orthodontics for children to a lifetime maximum of \$500). Class I and II benefits are limited to one-thousand five hundred dollars (\$1,500) annually. This level of coverage is effective 01-01-02. Internal coordination of benefits for all qualified members of the bargaining unit who have some form of dental coverage.

Dental (100-90-90) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan. (100% for routine diagnostic, 90% for major restorative, 90% for orthodontics for children to a maximum of \$900). Class I and Class II benefits are limited to one-thousand five hundred dollars (\$1,500) annually. This level of coverage is effective 01-01-02. This coverage is for all qualified members of the bargaining unit who do not have any form of dental coverage. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

ARTICLE XVIII
FRINGE BENEFITS Cont'

- d. Vision Expense Benefit - Plan A Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan (for all employees who select medical benefits). Vision benefits will duplicate those of VSP I coverage except that the coverage will provide vision benefits once in a two (2) year period. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

~~2. Clarkston Community Schools Health Plan B (for employees not selecting medical benefits):~~

- ~~a. Group Term Death Benefits — \$25,000 AD&D that will be paid to employee's designated beneficiary. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.~~

- ~~b. Group Long Term Disability Protection — Sixty percent (60% of salary; waiting period ninety (90) calendar days straight time to a maximum of two thousand dollars (\$2,000) monthly benefit. All pre-existing conditions are covered if the employee is actively at work for at least five (5) consecutive working days after the plan is effective. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.~~

- ~~c. Dental (50-50-50) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan This coverage is for all qualified members of the bargaining unit who have another dental source which coordinates those benefits with Clarkston Community Schools (50% for routine diagnostic, 50% for major restorative, 50% for orthodontics for children to a lifetime maximum of \$500). Class I and Class II benefits are limited to one thousand five hundred dollars (\$1,500) annually. This level of coverage is effective 01-01-02. Internal coordination of benefits for all qualified members of the bargaining unit who have some form of dental coverage.~~

~~Dental (100-90-90) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan. (100% for routine diagnostic, 90% for major restorative, 90% for orthodontics for children to a maximum of \$900). Class I and Class II benefits are limited to one thousand five hundred dollars (\$1,500) annually. This coverage is for all qualified members of the bargaining unit who do not have any form of dental coverage.~~

~~It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.~~

- ~~d. Vision Expense Benefit — Plan A Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan (for all employees who select medical benefits). Vision benefits will duplicate those of VSP I coverage except that the coverage will provide vision benefits once in a two (2) year period. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.~~

- e. **Employees not selecting health insurance will receive a Cash In Lieu of Health Plan of one thousand dollars (\$1,000) per year, one-half (½) to be paid the first pay in**

December and one-half (½) to be paid the first pay in June. ~~A graduated scale for cash-in-lieu based on number of participants will be developed by November 1, 2003.~~

ARTICLE XVIII - FRINGE BENEFITS (con't)

It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

- F. New employees will not be eligible for benefits in Section A, above, until the first of the month following the completion of their probation period with a satisfactory evaluation.
- G. If an employee shall terminate his/her employment with the district, the benefits listed in Section A shall also terminate.
- H. An employee on approved unpaid leave of absence or layoff may continue health benefits coverage by making appropriate arrangements with the Board office for payment for up to twelve (12) months
- I. Benefits in Section A will be provided for employees scheduled to work thirty (30) hours or more per week who have completed their probation period with a satisfactory evaluation.
- J. Employees (not substitutes) scheduled to work a minimum of twenty (20) hours per week who have completed ninety (90) work days with a satisfactory evaluation will be eligible for one-half (½) of the cost of medical benefits in Section A to be paid by the Board. The employee will be responsible for their portion of the cost by payroll deduction, only, if he/she selects this option.
- K. When an employee's paid sick leave is depleted during an illness or injury, health benefits will be continued while the employee waits eligibility for L.T.D., but in no case more than ninety (90) calendar days.
- L. The parties agree that the Board has no obligation to provide health benefits coverage to either the spouse or dependents of an employee who is covered by any such benefit plan elsewhere. For example, by virtue of the employment of the spouse.

ARTICLE XIX

COMPENSATION

A. Office Personnel

1.	Clerks (Hourly)	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
	2005-06	\$ 10.83	\$11.03	\$11.27	\$11.83	\$12.56
	2006-07	\$ 11.05	\$11.25	\$11.50	\$12.07	\$12.81
	2007-08	\$11.27	\$11.48	\$11.73	\$12.31	\$13.07
	2008-09	\$11.44	\$11.65	\$11.91	\$12.49	\$13.27
	2009-10 1 st Semester	\$11.55	\$11.77	\$12.03	\$12.61	\$13.40
	2009-10 2 nd Semester	\$11.67	\$11.89	\$12.15	\$12.74	\$13.53

Increases as follows: 07-08 2%; 08-09 1.5%; 09-10 1% each semester

2.	Secretaries (Hourly)	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
	2005-06	\$11.95	\$12.45	\$13.09	\$14.01	\$14.91	\$16.23	\$17.46
	2006-07	\$12.19	\$12.70	\$13.35	\$14.29	\$15.21	\$16.55	\$17.81
	2007-08	\$12.43	\$12.95	\$13.62	\$14.58	\$15.51	\$16.88	\$18.17
	2008-09	\$12.62	\$13.14	\$13.82	\$14.80	\$15.74	\$17.13	\$18.44
	2009-10 1 st Semester	\$12.75	\$13.27	\$13.96	\$14.95	\$15.90	\$17.30	\$18.62
	2009-10 2 nd Semester	\$12.88	\$13.40	\$14.10	\$15.10	\$16.06	\$17.47	\$18.81

Increases as follows: 07-08 2%; 08-09 1.5%; 09-10 1% each semester

3. Longevity: Employees with continuous employment **from their date of hire** with the Clarkston Community Schools shall receive longevity according to the following schedule. Outside experience credit will not apply.

	<u>Longevity Increase Per Hour</u>
After the tenth year of continuous employment	\$.70
After fifteen (15) years of continuous employment	\$.13

~~3. A one time 1% off the scale payment (based on 04-05 wages) will be paid to all employees of this unit. Payment will be made on the first pay of December, 2005. If employee terminates employment prior to June 30, 2006, this payment will be prorated.~~

~~4. A one time 1/2% off the scale payment (based on 05-06 wages) will be paid to all employees of this unit. Payment will be made on the first pay of December, 2006. If employee terminates employment prior to June 30, 2007, this payment will be prorated.~~

3. After sixteen (16) years of service with Clarkston Community Schools, employee is eligible to receive a 1% off scale performance incentive based upon a mutually agreed upon evaluation rubric. A joint committee will be established to create the performance incentive document. The off-scale payment will be deposited in a district approved 403(b) account.

ARTICLE XIX - COMPENSATION (con't)

- B. No employee may receive more than two (2) longevity increments in their classification area.
- C. Severance: Based upon unused sick days, according to the following schedule:
 - 1. Severance Pay - Upon resignation, employees shall be compensated for one-half (½) of all accumulated unused paid leave days at the rate of twenty-five dollars (\$25) per day.
 - 2. Retirement Pay - Upon retirement, employees shall be compensated for all accumulated unused paid leave days at the rate of thirty dollars (\$30) per day.
 - 3. In the event of an employee's death while still employed with the District, the designated beneficiary on the life insurance program will receive the sick bank benefits as per number 2, above.
- D. Individuals who have more than 100 days may sell the balance of annually accrued days over 100 at \$50 per day.
- E. Credit on the salary schedule for previous experience and training will be granted at the discretion of the Appropriate central office administrator/designee.
- F. Employees required in the course of their work to drive personal automobiles shall receive a mileage allowance not less than the Internal Revenue Service (IRS) standard amount.
- G. Employee Education: The board agrees to set aside five hundred dollars (\$500) annually (July 1-June 30) for reimbursement for the following:
 - 1. Upon the written authorization and pre-approval of the Appropriate central office administrator or his/her designee, employees may be permitted to attend conferences or workshops related to their job duties and responsibilities. Board approved professional development activities according to the following guidelines:
 - a. Application for reimbursement for professional development activities must be made on forms supplied by the Board to the Appropriate central office administrator/designee. The allocation of funds shall be made on a first-come basis.
 - b. An employee may only be eligible for reimbursement of funds in a succeeding semester if funds are available after all applications have been approved for those who did not receive reimbursement the preceding semester.

ARTICLE XIX - COMPENSATION (con't)

- c. The professional development activity must be in the area of the employee's assignment.
 - d. Employees must have approval from the Appropriate central office administrator/designee prior to beginning a professional development activity.
 - e. The employee, to qualify for reimbursement, must have successfully completed the activity with a grade of "C" or better or written evidence of satisfactory completion. Reimbursement will be made after proof of successful completion of the activity (grade notification report) and cost invoice is submitted and approved by the Appropriate central office administrator/designee.
 - f. Reimbursement will be granted at one-half ($\frac{1}{2}$) of the cost of the activity (registration or tuition).
2. If an employee is required to take state or district classes needed for certification the employee will be reimbursed if funds are available.
- H. Employees must, minimally, serve one (1) full year before being advanced to the next step of the salary schedule. The employee's step or longevity increment will be given on the next September 1 or March 1 after serving a one (1) year period.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. Work Stoppages

1. The Association recognizes that the cessation or interruption of services by non-professional personnel is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the support personnel, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of services (i.e., the concerted failure to report for duty, or willful absence from their positions, or stoppage of work, or abstinence, in whole or in part, from the full, faithful, and proper performance of the duties of employment) by any support personnel or group of support staff, and pledge themselves to the purpose of insuring continuation of the educational program.
2. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisor or administrative personnel or Board members of the District regarding the administration of this Agreement or any grievance filed thereunder.
3. Violation of this Article by any support personnel, or group of support personnel, will constitute just cause for the imposition of discipline or penalties.
4. The Board of Education, in the event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association.

B. Supplemental Agreements - All supplemental agreements shall be subject to ratification by the Board and the Association within thirty (30) days of tentative agreement or as soon as possible, but no later than the next regularly scheduled Board of Education meeting.

C. Safety - The employee shall report to the immediate supervisor, upon first knowledge, any suspected or evident dangerous condition, equipment, or situation when there is a question as to whether the equipment or condition is unsafe. The Association Representative and/or employee and the supervisor of the unit shall review the equipment, situation or condition in a meaningful attempt to rectify the alleged unsafe condition, equipment, or situation. Any employee who has notified their supervisor in writing that they are using equipment they consider unsafe will receive a written acknowledgment from the supervisor.

D. Complete Agreement - This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

E. Savings Clause - If any provision of this Agreement or any application of the Agreement to any member of the recognized unit 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.

ARTICLE XX - MISCELLANEOUS PROVISIONS (con't)

- F. Copies of Agreement – **The Master Agreement will be available on line. Printed copies of the Master Agreement will be paid by the Association.** Copies will be presented to the Association for distribution to the employees prior to the ratification of this Agreement. Employees thereafter employed will receive copies of the Agreement at the time of employment.
- G. Supersedence of Policy - This Agreement shall supersede any rules, regulations, policies or practices of the Board which shall be contrary to or inconsistent with its terms.
- H. Notification - The Association will notify the personnel office of currently elected officers or changes in officers or representatives. The personnel office will notify the current Association President of any new personnel hired, upon written request.
- I. Medication - Employees of this bargaining unit are covered under the School District Liability Policy. If any employee is complained against or sued in conjunction with first aid and/or administering medication, the Board shall render all justifiable assistance to the employee in defense of such complaint or suit according to the terms of the liability policy. Members of this bargaining unit will not be required to do blood testing/monitoring nor administer injectible medications to students. The district will designate an appropriate staff member (other than a secretary or clerk) to carry out these procedures. This does not apply to injecting epinephrine via “epi pen” in case of a medical emergency.
- J. Free Checking Account - A free checking account shall remain in effect up to one (1) year while on sick leave or layoffs. However, bank rules and regulations shall control.
- K. School Closing: (Following successful completion of probationary period)
1. Office Personnel:
 - a. When schools are closed due to snow or ice, acts of God, or lack of power, these employees shall not be required to report for duty and shall not suffer loss of pay for the first three (3) such days. When schools are closed beyond three (3) days for such reasons, these employees may report to work, use an emergency day, use a vacation day (if applicable), use compensatory time (if applicable), or take a loss of pay. If state law changes to require more than 180 days of instruction or if the teacher Master Agreement provides for less than 181 days of instruction, the number of days allowed will be controlled by state law.
 - (1) In the event that a building is evacuated due to severe weather, fire, or similar health threatening emergency situations, these employees will be allowed to

ARTICLE XX - MISCELLANEOUS PROVISIONS (con't)

leave that building but may be reassigned to another work site as determined by the Administration.

- (2) In the event school is closed early due to snow or ice, acts of God, or lack of power, employees will be expected to work, make up the time if allowed to go home, or take a personal day, emergency day, use a vacation day, or compensatory time (if applicable).

L. Student Discipline

1. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. Bargaining unit members may use such reasonable physical force with a student as is necessary to protect the personal safety of themselves or staff members, visitors, or other students, or to prevent damage to district property. Employees should be familiar with alternatives to corporal punishment as listed in Board of Education Guideline 5630.

M. Summer Unemployment Compensation Pay-Back

1. An employee of this Association who is laid off and who is paid unemployment compensation benefits, chargeable to the district during the summer immediately following the layoff, and who is subsequently recalled to a position during the next school year within two (2) calendar weeks of the beginning of the next school year, shall have his/her compensation adjusted by the gross dollar amount of the unemployment compensation benefits received for all periods and/or days during the summer recess. The adjustment will occur over the first three (3) pay periods after recall or after the district becomes aware of the unemployment compensation payments.

N. The Board and Association agree to mutually work toward reducing absenteeism among employees. Excessive absenteeism may be grounds for disciplinary action, including dismissal.

O. Any member who is to meet for discipline or contract concerns will have a representative present if desired. Any other meetings with a supervisor or parents may be rescheduled or delayed if the member has need of representation after the meeting has started.

P. Employees dress is expected to be business/business casual. General appearance should be neat, clean and not of an extreme nature, (i.e. hair appropriate length and color, no noticeable tattoos, body piercings), etc.

COPA GRIEVANCE REPORT FORM

School District _____
School _____

Grievance _____
Date of Violation: _____
Date of Grievance: _____

Article/s Violated:

Section/s Violated:

Other Pertinent Articles/Sections:

Subject to the provisions of the professional agreement between the Board and the Association, I hereby submit this grievance.

State of the Grievance:

Remedy Requested:

Date: _____

Signature of the Grievant (Use reverse side
for additional signatures if more than one.)

Disposition of Immediate Supervisor:

Date: _____

Signature of Immediate Supervisor

Grievant's Disposition: Satisfactory _____ Unsatisfactory _____

GRIEVANCE REPORT FORM (continued)

Disposition of Superintendent or Designee:

Date: _____

Signature of Superintendent or designee

Grievant's Disposition: Satisfactory _____

Unsatisfactory _____

Date: _____

Signature of Grievant

ANTI-DRUG AND ALCOHOL ABUSE POLICY

The following Policy includes secretaries and clerks.

I. ILLEGAL, UNAUTHORIZED DRUGS AND ALCOHOL:

No employee can report to work displaying the effects of illegal, illicit, controlled or unauthorized drugs while on duty. No employee will take, make, sell, give, transport or possess a controlled or illegal substance which is considered a covered substance under the Controlled Substance Act (CSA). This, specifically, includes all Schedule I and II substances identified on page 66 or 67 and Schedule III through V substances being used or possessed without approval, legal prescriptions or authorization.

1. Controlled Substance Acts are contained within Title 21 of the United States Code [Section 802(6). Food and Drugs] and use and possession of these controlled substances is unlawful under Chapter 13 of that title [Section 801 et. seq.].
2. Drug Tests: The District will utilize testing procedures with scientifically valid protocols and that meet the certification criteria of the Substance Abuse and Mental Health Services Administration (SAMHSA), formerly known as the National Institute of Drug Abuse (NIDA). The only approved drug tests are urinalysis samples analyzed by U.S. Department of Health and Human Services-certified laboratories. The District and the laboratories utilized are compliant with 49 CFR, Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.
 - a. All urine samples will be subjected to an initial screening utilizing an immunoassay technique.
 - b. Specimens with negative test results following the initial screening will be reported to our Medical Review Officer (MRO) as negative tests. The initial screening test is designed to eliminate negative tests from any further consideration. The MRO will, in turn, report those tests to us as negative screening tests. The Medical Review Officer servicing our needs is indicated below.

Drug Education and Compliance System
1745 Dacosta Street
Dearborn, MI 48128

APPENDIX A (con't)

- c. Specimens with positive test results following the initial screening will be subjected to a laboratory-administered analytical procedure to identify the presence of a specific drug or metabolite.
 - (i) This confirmatory test must by definition, be independent from the screening test.
 - (ii) To ensure reliability and accuracy, the confirmatory test must use a technique and chemical principal different from the screening test.
 - d. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines and phencyclidine.
 - e. Protested positive test results allow the employee or applicant to submit a split sample portion of the original specimen required by Federal regulations immediately, and without prior notice, for testing.
 - (i) If the split-sample urine drug screen test is requested, the applicant will pay for the test.
 - (ii) If the split sample's test's results overturn a first test positive, the test will be reported as a negative and a copy of the second test results, and only the second test's results, will be placed in the employee's driver's or personnel file and a copy provided to the employee or applicant.
3. Breath Alcohol Tests: Only those tests with approved protocol issued by the United States Department of Health and Human Services will be permissible. Certified Breath Alcohol Technicians will administer our alcohol tests using devices appearing on the Conforming Products Lists (CPL) and approved by the National Highway Traffic Administration (NHTSA).
- a. Initial screening to determine the presence of alcohol in an employee's body will utilize an analytical procedure and device to determine if an employee has a prohibited level of alcohol in his or her system. If the initial screening indicates a breath alcohol concentration of above 0.02 percent, a confirmatory test will be administered.
 - b. A confirmatory test following the initial test with a test result of 0.02 percent or greater will be administered within 30 minutes of the initial test result. The confirmatory test will result in a quantitative result measuring alcohol concentration within an employee's body as measured by breath.
 - c. At the time of this document, blood testing is not an approved technique for determining the presence of alcohol in one's body.

APPENDIX A (con't)

4. Reasonable Cause, for Cause or Reasonable Suspicion: is identified within 49 CFT, Part 382 as the employer's determination that, based on specific, contemporaneous, articulable observations, the employee's appearance, behavior, speech or body odors suggest the use of controlled substances and/or alcohol.
 - a. When a urine drug screen and/or breath alcohol test is required, the supervisor initiating the test action must complete the supervisor's incident report by our independent authority. A copy of the report must be completed within 24 hours or before the results of the test become known to the District, whichever comes first.
 - b. A trained supervisor must personally observe the incident leading to a drug and/or alcohol test. We cannot authorize a reasonable suspicion test based on a third party observation or information of alcohol or drug use or possession.
 - c. A trained supervisor is one who has received not less than sixty (60) minutes of initial training in detecting the signs and symptoms of drug use and sixty (60) minutes in detecting the signs and symptoms of alcohol use and abuse.

II. TEST LEVELS:

- A. Controlled Substances: An employee will be considered to have failed (with a positive test result) an administered urine drug screen if, after confirmed analysis, test levels show a reportable presence more than the allowable cutoff levels defined in 49 CFR, Part 40, §40.29(f). The reportable presence will be for any of five controlled substances included in Schedule I or II and listed on page 66 or 67. These schedules are defined by §802(6) of Title 21 of the United States Code [Section 802(6) of Title 21, Food & Drugs]. The possession of any of these drugs is unlawful under Chapter 13 of that Title [§ 801 et. seq. of Title 21]. The term illegal drug does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law. Valid prescriptions used following the physician's instructions must be recorded and treated as negative test results.
- B. Controlled Substance Levels: All substance testing will be according to the guidelines established by the U. S. Department of Health and Human Services and the Department of Transportation, 49 CFR Parts 40, 382. Testing is required for the five families of drugs consisting of, amphetamines, cocaine, marijuana, opiates and phencyclidine and as further detailed on page 66 or 67. The use of such substances is unacceptable in our business environment.
- C. Alcohol Use: An employee will be considered to have failed (with a test result of 0.04 percent or greater) an administered evidential breath alcohol test administered by a certified breath alcohol technician. To be considered a confirming evidential test, a breath alcohol technician must have administered a preliminary (screening) breath test within the 30 minute period immediately preceding the evidential test. The preliminary test must have resulted in a reading of not less than 0.02 percent to warrant the evidential breath test.

APPENDIX A (con't)

- D. Low-end Alcohol Use: Any employee, testing 0.04 or above, shall be subject to disciplinary action up to and including termination. An employee submitting to a preliminary breath alcohol screening test with a result of 0.02 or higher, but less than 0.04 percent as confirmed by an evidential breath test is prohibited from performing their duties or continuing in a safety-sensitive function for 24 hours and shall be counseled on the availability of Employee Assistance Programs in the District and may be subject to other disciplinary actions.

Any bargaining unit member with an alcohol or drug abuse problem who voluntarily initiates diagnosis or treatment prior to any incident, will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner.

Subsequent offenses may be subject to discipline consistent with the just cause provisions of Article VIII of this Agreement.

- E. Test Use: Any urine specimens collected may only be used to test for controlled substances designated or approved for testing and will not be used to conduct any other analysis or test unless otherwise specifically authorized by FHWA regulations. The accompanying Chain of Custody will reflect the nature of the test required.
1. Split Samples. The specimen collected must consist of not less than 45 milliliters of urine, 30 of which is poured into a container for initial testing. The remainder is then poured into a second container for storage. The testing laboratory will retain this sample for at least 60 days from receipt of both specimens by the lab.
 2. The split sample confirms contested test results if the primary sample shows a positive test result.
 3. Further, the program does not prohibit procedures incidental to an analysis of the specimen for controlled substances. The laboratories are authorized to conduct specific tests to determine if, in fact, the sample has been adulterated, diluted or tampered with. Such tests are approved and consist of tests to determine the specific gravity or to measure the creatine present in the sample.

III. UNION REPRESENTATION AND NOTICE

1. The parties mutually recognize and agree that drug and alcohol testing are investigatory proceedings which may subject the employee to disciplinary action to which the employee is entitled to union representation. In order to assure affected employees of adequate representation, the Employer and the Union mutually agree to the following procedures:
 - A. The union shall be provided with simultaneous notice of any bargaining unit members who are selected for drug or alcohol testing.

APPENDIX A (con't)

- B. Upon notice by the Employer or request by the affected employee(s), the union shall have the right to send a representative to the testing site, unless the employee is off site and required by Federal law to test immediately. Where practicable, such representative shall be one of the individuals trained in drug and alcohol testing.
 - C. In the event that the medical review officer (MRO) initiates procedures to contact an employee as a result of a positive drug test, the employee shall have the right to contact a union representative to attend any interview between the MRO and the affected employee, whether in person or by telephone.
2. All time spent by the union representative attending the testing of bargaining unit members or in investigatory meetings/conferences conducted by the MRO, the District or any of its agents, shall be considered working time and paid in accordance with the union representative's regular hourly rate.

Department of Transportation Prohibited Drugs

Substance	Screening Level	Confirmatory Level	Signs & Symptoms
1. Amphetamines Incl. Benzedrine, dexedrine, synatan, appetrol, methedrine and desoxyn	1000 NG/ml	Amphetamine 400 NG/ml Methamphetamine 500 NG/ml	<ul style="list-style-type: none"> • Hyperactivity • Feelings of strength • Short-term insomnia • Loss of appetite • Irritability • Dilated pupils • Dizziness • Distorted thinking
2. Cocaine Incl. Coke, free base and crack	300 NG/ml	Metabolites 150 NG/ml Benzoyl Ecgonine	<ul style="list-style-type: none"> • Momentary feelings of confidence strength and endurance. • “Rush” of short-term pleasurable sensations. • Impaired driving ability and reactions. • Uncommon excitability or anxiety. • Dilated pupils and difficulty in focusing. • Paranoia
3. Cannabis Incl. Marijuana, pot, smoke, hash, hashish oil, and Tai sticks	50 NG/ml	Metabolite 15 NG/ml Delta-9-tetrahydrocannabinol	<ul style="list-style-type: none"> • Changes in sensory perception • Impaired driving ability for 4-6 hours after one joint. • Restlessness followed by a dreamlike state of relaxation • Dulling of attention

Department of Transportation Prohibited Drugs (con't)

Substance	Screening Level	Confirmatory Level	Signs & Symptoms
<p>4. Opiates</p> <p>Incl. morphine, codeine, heroin, methadone, meperidine, demerol, darvon, darvocet, tylenol 3 or 4, dilaudid, percodan, and percocet</p>	300 NG/ml	<p>25 NG/ml if immunoassay for free-morphine</p> <p>300 NG/ml Morphine</p> <p>300 NG/ml Codeine</p>	<ul style="list-style-type: none"> • Constricted pupils • Drooping eyelids • Low raspy speech • Poor coordination • Depressed reflexes • Impaired driving ability • Euphoria (short-lived) • High pain thresholds
<p>5. Phencyclidine</p> <p>aka: Angel dust, rocket fuel, Krystal joints, super kools, sherms, mint weed, cluster</p>	25 NG/ml	Metabolite 25 NG/ml	<ul style="list-style-type: none"> • Impaired driving ability • Extreme agitation • Hallucinations • Schizophrenia • Enhanced strength

**Clarkston Community Schools
Acknowledgment and Agreement**

Clarkston Community Schools is a Drug-Free Workplace. Under the terms of the Drug-Free Workplace Act and accompanying Federal regulations covering the qualification of drivers and other employees, we are required to give you a copy of our Policy and accompanying procedures.

Please read and sign below that:

- You have received a copy of our Policy and accompanying Administrative Procedures Governing Drug and Alcohol Use and Abuse.
- You have read it and been informed of its contents.
- You have had our procedures explained to you.
- You have had your questions regarding our procedures answered, and
- You agree to abide by our procedures in all respects.

PLEASE NOTICE: The Federal Drug Free Workplace Act of 1988 requires you to acknowledge and agree to the above.

I acknowledge and agree that I am aware of Clarkston Community School's current Policy and administrative procedures regarding controlled substances and alcohol abuse. I also understand that I am required, by Federal regulation, to comply with the District's policy and administrative procedures regarding the use of controlled substances and alcohol and that I am required to sign this document as a receipt that I have, in fact, received the policy and explanations. My employer is required to provide me with a copy of this signed receipt and to retain the original in my personnel file.

Acknowledged and Agreed:

Signature

Print your name here

Date