

AGREEMENT

between

**THE BOARD OF EDUCATION
of the SCHOOL DISTRICT of the
CITY OF HIGHLAND PARK**

and

**THE HIGHLAND PARK FEDERATION OF
EDUCATIONAL SECRETARIES
AFT-LOCAL 3863**

1989-1992

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SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK

BOARD OF EDUCATION

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Winona G. Humphrey, Vice President
John H. Holloway, Secretary
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Leonard W. Robinson, Member

Eldon L. Martin, Superintendent

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A G R E E M E N T

THIS AGREEMENT entered into on this 1st day of July, 1989, by and between the Board of Education/Board of Trustees of the School District of the City of Highland Park (hereinafter referred to as the "Employer") and Highland Park Federation of Educational Secretaries (hereinafter referred to as the "Federation").

It is mutually agreed as follows:

ARTICLE I

RECOGNITION

Pursuant to and in accordance with all applicable provisions of the Public Act 379 of 1965, as amended, the Employer recognizes the Federation as the sole exclusive representative for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment, or other conditions of employment for the entire term of this Agreement for all secretarial and clerical staff in the School District of the City of Highland Park, excluding the Executive Secretary to the Superintendent, Executive Secretary to the Assistant Superintendent-Personnel, Executive Secretary to the Assistant Superintendent-Business, and Executive Secretaries to the President and Vice-Presidents of the College.

ARTICLE 2

AGENCY SHOP

- A. As condition of employment all employees covered by this Agreement and/or who become employees covered by this Agreement must:
1. Pay Federation dues or service fees in full by November 30 of each school year, or authorize payroll deductions by September 30 of each school year.
 2. If newly-hired, pay service charges or service fees in full 60 days after initial date of employment or by payroll deductions (if available).
- B. No employee shall be terminated under this article unless:
1. The Federation shall first notify the employee with a

certified letter explaining that he/she is delinquent in not tendering the required Federation dues or service fee, and specifying the current amount of such delinquency, and warning him/her that unless such dues or service fee are tendered in full within ten days of such notice, he/she will be reported to the Employer for termination as provided in this article.

2. The Federation shall furnished the Employer with a copy of the letter sent to the employee and the notice that he/she has not complied with the Federation's request. When requesting the Board to terminate the employee, the Federation will provide the following written certification:

"The Federation certifies that _____

Name

has failed to tender the required Federation dues or service fee required as condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of the Agreement, the Employer terminate this employee."

- C. The Employer agrees that, within five (5) working days of the receipt of the notice provided in the preceding paragraph, it shall notify the Federation president, treasurer, and the employee who is in arrears in payment of membership dues or fees that his/her service shall be terminated at the end of ten (10) working days unless, in the meantime, the employee tenders the required dues or service fees in full, or a properly executed wage deduction authorization, prorated for the remaining pay periods. If the employee fails to comply within the required time, the Employer agrees to recommend to terminate the employee at the next scheduled Board meeting at which time the item can be placed on the agenda.
- D. The Federation agrees that in the event of litigation against the Employer, its agents or employees arising out of this provision, the Federation will co-defend and indemnify and hold harmless the Employer, its agents, or employees for any monetary award arising out of such litigation.

ARTICLE 3

DUES OF SERVICE FEE CHECKOFF

- A. During the life of this Agreement, the Employer will deduct current uniform and periodic Federation dues or service fees from the pay of each bargaining unit employe who voluntarily executes and delivers to the Employer by the last working day of any September of any year either of the following

authorization forms (Form A or Form B):

FORM A

**VOLUNTARY AUTHORIZATION FOR
DEDUCTION OF FEDERATION DUES**

Name _____

Social Security No. _____

School or Building _____

I authorize the Highland Park Board of Education/Board of Trustees to deduct from wages earned or to be earned by me monthly Federation dues and to remit the same to the Federation at such time and in such manner as may be designated by the Chief Administrator/Business & Finance, but not less than monthly.

I agree that this authorization shall remain in effect from year-to-year unless revoked by me in writing to the Chief Administrator/Business and Finance and the Federation treasurer or upon the termination of my employment with the Board.

(Signature of Employee)

(Social Security No. of Employee)

(Date of Signing)

(Date of Delivery to Board)

FORM B

**VOLUNTARY AUTHORIZATION FOR
DEDUCTION OF SERVICE FEE**

Name _____

Social Security No. _____

School or Building _____

I authorize the Highland Park Board of Education/Board of Trustees to deduct from wages earned or to be earned by me monthly service fee and to remit the same to the Federation at such time and in such manner as may be designated by the Chief Administrator/Business & Finance, but not less than monthly.

I agree that this authorization shall remain in effect from year to year unless revoked by me in writing to the Chief Administrator/Business and Finance and the Federation treasurer or upon the termination of my employment with the Board.

(Signature of Employee)

(Social Security No. of Employee)

(Date of Signing)

(Date of Delivery to Board)

- B. The following certification form shall be used by the Federation when certifying Federation dues or service fee:

**CERTIFICATION OF FINANCIAL OFFICER
OF HIGHLAND PARK FEDERATION OF
EDUCATIONAL SECRETARIES**

I certify that until further notice the Federation dues or service fee payable under Article 3 of the current collective bargaining agreement is \$ _____ per month for the months, October through May.

Date _____

Signature _____
(Financial Officer)

Date of Delivery to Board _____

- C. Payroll deductions shall be made monthly in a manner determined by the Assistant Superintendent-Business/Finance; provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Federation Dues" or "Voluntary Authorization for Deduction of Service Fee" and (2) the certification of the Federation's financial officer as to the amount of the monthly Federation dues or service fee has been delivered to the Board at least fifteen calendar days prior to the first payday of the calendar month. Changes in the amount of the monthly Federation dues or service fee also must be delivered to the Board at least fifteen calendar days prior to the first payday of the calendar month on which the change is to become effective
- D. A bargaining unit employee's voluntary authorization for deduction of Federation's dues or service fee will be revoked upon his/her termination of employment with the Board or written notification from the employee to the Assistant Superintendent-Business/Finance; provided notice of such revocation is given to the Federation.
- E. All sums deducted by the Board shall be remitted to the financial officer of the Federation once each month by the fifteenth calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made.
- F. The Board shall not be liable to the Federation by reason of this Article 3 for the remittance or payment of any sum other than that constituting actual deductions made from the pay

earned by the employee. In addition, the Federation shall indemnify and save the Board harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article 3, or in reliance of any list, notice, certification or authorization furnished under this Article 3.

ARTICLE 4

RESERVATION OF RIGHTS

The Board reserves all rights and powers conferred upon it by the Constitution and Laws of the State of Michigan except as expressly and specifically limited by this Agreement.

ARTICLE 5

FAIR EMPLOYMENT PRACTICES

- A. The Employer and the Federation recognize their respective responsibilities under federal, state and local laws relating to fair employment practices.
- B. The Employer and the Federation recognize the moral and legal principles involved in the areas of civil rights and reaffirm in this collective bargaining agreement their commitment not to discriminate because of race, creed, color, age, sex, marital status, national origin or political beliefs and activities, membership in any labor organization, handicapped persons, by adhering to valid equal employment opportunity, affirmative action, and Title IX rules and regulations.

ARTICLE 6

ACCESS TO BOARD INFORMATION

Within seven (7) working days of receipt of written request from the Union, the Board will provide the Federation each fall and early spring a complete list of bargaining unit members, their seniority dates, salary level (schedule and step), and the employee's location.

The Personnel Office will inform the Federation of each employee hire or termination within ten (10) working days of the Board action.

The Board will provide the Federation with a copy of all Board minutes within five (5) days after they have been approved by the Board.

The Board shall honor reasonable requests by the Federation for financial information incident to necessary and proper union/district business (e.g. grievances).

The Board will provide the requested information within seven (7) working days of receipt of the Union's written request. If the information is unavailable at the time of the request and cannot be supplied within seven (7) working days, it shall be made available as soon thereafter as possible.

ARTICLE 7

PAYROLL DEDUCTIONS

The Employer agrees to deduct from the salaries of employees when voluntarily authorized in writing by each employee:

- (a) Tax deferred annuities
- (b) U.S. Saving Bonds
- (c) Credit Union monies
- (d) Insurance (where applicable)
- (e) Monthly Federation dues and/or service fees
- (f) Detroit income tax

All secretaries will have the opportunity to have their pay prorated over a 26-pay period, if they so desire.

Individual authorization forms shall be furnished by the appropriate organization involved and, when executed, filed individually or cooperatively with the Business Office. The Employer agrees to disburse these deductions for the purpose intended. All procedures for these payroll deductions shall be established by the Administrator in charge of Business and Finance.

ARTICLE 8

RELEASE TIME

- A. The Employer shall recognize from each segment a full-time employee of the bargaining unit to serve as a Federation representative.

The segments are as follows:

Central Office
~~Highland Park Community College~~
 High School
 Elementary School
 Adult Education *Career Academy*

- B. The Employer shall recognize any authorized representative of Federation, which is party to this Agreement, for the purpose of handling grievances and other matters of this Agreement.
- C. Officials of the Federation shall be allowed release time, with pay, for official business of the International Federation, provided the employee has given his/her supervisor written notice at least ten (10) working days in advance of his/her absence from the job.

ARTICLE 9

PROFESSIONAL MEETINGS, CONFERENCES AND IN-SERVICES

- A. The Federation shall have the right to use school building facilities for Federation meetings after regular class hours provided that:
 - 1. Such meetings occur during the regular shift hours of the custodians for the building in question.
 - 2. Request is made to the principal not less than three days in advance, except in cases of unusual circumstances when this is not possible.
 - 3. There is no conflict with other school activities which preclude Federation usage of such facilities, in which case, alternate facilities shall be made available.
- B. The Federation will be allowed at least three meetings per year to be held at 3:15 p.m. in one of the school buildings. These meetings will be held for the purposes of inservice training in October, January and April. These meetings shall be planned cooperatively by the Federation and the Administration. An additional in-service training meeting shall be called by the Federation and the Administration for updating clerical techniques. Normally this meeting will be held at a time when the school or unit is best able to cope with the loss of clerical services; in addition, if practical, a system-wide in-service will be planned for secretaries at the same time as for teaching personnel.
- C. Attendance at professional meetings is desirable to maintain and improve clerical competence and proficiency, and to enhance the educational program.

- D. The Union shall be permitted the use of one of the school buildings after school hours for business meetings of the Union and committee meetings on union business, provided that such use is requested through the Superintendent/President's office, and can be arranged in advance without incurring additional cost to the School District.

ARTICLE 10

COMMUNICATIONS

- A. Administration will provide the Federation with a copy of any items pertaining to the Federation that will appear on the Board's Agenda the Friday prior to the scheduled Board meeting, with the exception of emergency items.
- B. The Employer shall furnish the Federation quarterly a list of all employees in the bargaining unit who have been hired, rehired, promoted, transferred, reinstated, laid-off, or terminated during the quarter.
- C. Upon written request, the Federation shall be provided with a current copy of titles, office locations, and office telephone numbers and extension of each administrator.
- D. The Employer shall supply each employee of the bargaining unit with a copy of this Agreement within thirty-five (35) working days after its ratification by both parties. After that date, each new hire, rehire or reinstated employee shall be supplied a copy of this Agreement by the Employer. The Employer shall supply the Federation with an additional fifty (50) copies of this Agreement for the Federation's own use.

ARTICLE 11**GRIEVANCE PROCEDURE**

- A. A grievance is a complaint by a bargaining unit employee, or by the Federation for an employee or in its own behalf, concerning: (1) any alleged violation of this Agreement, or (2) any disciplinary action.
- B. All grievances shall be handled by the following procedures: Any aggrieved secretarial or clerical employee shall have the right of Federation representation of his/her own choice in presenting his/her grievance in the following order:

STEP 1 To the immediate supervisor in writing and stating, in detail, the facts surrounding the grievance; and the supervisor shall respond to the grievance in writing within three (3) working days.

STEP 2 Within five (5) school days after the delivery of the immediate supervisor's decision, said grievance may be appealed to the Administrator/Personnel or Executive Vice President/Personnel after receipt of grievance. A conference shall be set up between the parties where they shall meet and confer on the grievance. The grievance must be in writing and the answer in writing within five (5) working days.

STEP 3 Within ten (10) school days after the delivery of the reply from the Administrator/Personnel, said grievance may be appealed in writing to the Superintendent or College President, and the answer shall be given in writing within ten (10) working days upon receipt of appeal.

STEP 4 The Federation may appeal in writing the decision of the Superintendent or College President as provided in Step 3 above to the Board of Education within seven (7) working days. A hearing shall be scheduled at the next Board meeting and the grievance heard in accordance with said schedule.

STEP 5 Within seven (7) school days after delivery of the Employer's decision, the grievance may be appealed to Arbitration by the Federation. The Arbitrator shall be selected and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of

the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Federation. The arbitrator's decision shall be final and binding on dismissal cases, any grievance dealing with financial matters (i.e.) wages, salaries, reduction or suspension with pay loss). The arbitrator shall confine his/her opinion to the sole question of whether or not there has been a violation of this Agreement or whether any disciplinary action was unjust or improper.

- C. The officers of the Federation of which the employee is a member, or a committee designated by them, may have access to all papers concerned provided written permission of the individual is obtained in advance.
- D. Failure at any step of the grievance procedure to communicate the decision of the grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within five (5) school days following the act or condition, which is the basis for grievance, shall bar the grievance. Failure to appeal a decision within the time limits set above shall bar further appeal. Time limits may be extended in a specific instance by mutual agreement in writing.
- E. Any party of a grievance shall have the right to representation by legal counsel at Step 4 above; provided, however, that no employee may be represented by counsel for any employee organization other than the Federation.
- F. The grievance chairperson of the Federation shall be recognized by the Board as the official representative of the Federation to receive official communications under this grievance procedure.

ARTICLE 12

DISCIPLINE AND DISCHARGE OF NON-PROBATIONARY EMPLOYEES

No employee shall be reprimanded or disciplined in any way within sight or hearing of any other employee, citizen or student. It is understood that the employee has the right to have a Federation representative present during any such reprimand. No employee shall be disciplined or discharged without just cause. The employer agrees to immediately notify the Federation prior to the discharge of a non-probationary employee. The Board agrees to maintain a progressive discipline program.

A. The disciplined and/or discharged non-probationary employee may discuss the discipline and/or discharge with the president of the Federation or representative and the employee's supervisor or Administrator/Personnel.

B. **Appeal of Discharge and/or Discipline**

In the event an employee shall be discipline, reprimanded, suspended, or discharged by the Board or any agent or representative thereof and believes that he/she has been unjustly dealt with, a complaint shall be presented in writing through the president and/or designated Federation representative with the authorization of the executive board and/or president to the Chief Administrator/Personnel within two (2) regularly scheduled working days of the discharge. The Chief Administrator/Personnel will review the discharge and give his/her answer within three (3) regularly scheduled school and/or working days after receiving the complaint. If the decision is not satisfactory to the Federation, the matter may be processed through the grievance procedure beginning with Step 3 of the grievance procedure.

C. If the employee prevails in such a grievance procedure, all records of such discipline, reprimand, suspension, or discharge shall be removed from his/her personnel file as it relates to that grievance.

D. Any employee who is reinstated after discharge or suspension which has been adjudged to have been unjust or improper shall be returned to work on his/her regular job without loss of his/her seniority rights and with full back pay.

E. The Federation and the Board agree to assist employees in maintaining proper employee conduct and performing satisfactorily at his/her position. Therefore, the Board of Education agrees to notify the Federation of any disciplinary action, the nature of which is serious enough to warrant written record.

ARTICLE 13

NEW PROBATIONARY EMPLOYEES

A. The Federation shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay wages, hours or employment or other conditions of employment as set forth in Article 1 of this Agreement.

B. All new employees must serve a probationary period of 90 work days. This probationary period may be extended at the option

of the Chief Administrator/Personnel with the consent of the employee and the Union for up to 120 work days. At the end of the probationary period the new employee will either be placed in the position permanently or dismissed. The Employer shall have the right to discipline new probationary employees up to and including discharge and the disciplinary action is not subject to the grievance procedure.

ARTICLE 14

PERSONNEL FILES

- A. Personnel records are confidential and are carefully guarded in the interest of the individual employee. Although they are primarily for Administrative and supervisory use, they are accessible to the individual employees concerned. The employee must make an appointment with the Personnel Office and a member of the Personnel Office shall be present when the employee inspects said file.
- B. Each employee shall be shown and sign all "Personnel Evaluation Reports" or other evaluations of the employee's performance made by his/her supervisor. The employee shall have the right to file a written response to any such material, which shall be attached to or kept in the same file with such materials. Formal (conclusory) evaluations of bargaining unit members shall be prepared only by Administrators or Board designees who are not members of the bargaining unit.
- C. Derogatory statements or reports kept by the administrators at the school or departmental level are subject to the same provisions as official personnel files.
- D. At the employee's request, the Employer shall reproduce at cost any material in his/her personnel file except confidential pre-employment credentials of an evaluative nature.
- E. All derogatory statements, reprimands, unsatisfactory ratings will be removed from employees' files in compliance with state law.

ARTICLE 15

SENIORITY

When the word "seniority" is used, it shall mean length of service within the bargaining unit.

- A. Seniority shall be on a bargaining unit-wide basis in accordance with the last date of hire under this Agreement.

An employee rehired shall commence his/her seniority from the last date of hire. In the event two people are hired on the same date, the seniority shall be determined by the drawing of lots.

B. A secretary shall lose seniority for the following reasons:

1. He/she quits;
2. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement;
3. He/she is absent for ⁽³⁾ five consecutive working days without notifying the Employer, unless the failure to notify is caused by circumstances beyond his/her control.
4. He/she does not return to work when recalled from layoff as set forth in the recall procedure.
5. Failure to return from leave of absence without notification to Employer will be treated the same as 3 above.
6. He/she retires.

C. An employee's seniority shall not be affected or interrupted as a result of layoffs, injury, illness, leaves of absences or other causes not due to the voluntary act or fault of the employee.

D. Seniority is non-transferable from one bargaining unit to another within the School District.

E. The employer shall within twenty-five (25) working days after the effective date of this Agreement furnish to the Federation a master list of all employees in the bargaining unit showing the seniority of each full-time employee. Such a list shall contain the name, date of employment, bargaining unit seniority date and classification of each employee in the bargaining unit. Revised master lists shall be furnished to the Federation by the employer every six (6) months thereafter.

ARTICLE 16

PROMOTIONS, RE-ASSIGNMENTS, TRANSFERS, VACANCIES

A. The Federation and District agree that re-assignments and transfers of employees from one position to another may be disturbing to the individual involved. However, if it is necessary to transfer a member of the bargaining unit to

another position in order to continue to serve the educational need of the children of the District of the City of Highland Park, prior to making such transfers, the matter shall be discussed by the Administrator/Personnel and the employee. The employee shall be advised of the following:

1. A sixty (60) calendar day probationary period shall be served for a voluntary transfer to a higher classification.
 2. No probationary period shall be required of an employee for an involuntary transfer to a classification on the same level.
 3. If an employee is reassigned or transferred involuntarily and whose probationary period is unsatisfactory, the employee shall be returned to his/her former classification.
 4. In the case of a transferred or promoted employee whose probationary period is unsatisfactory, the employee shall be returned to his/her former classification, but not necessarily to the former position, and appointed to the first vacancy according to his/her seniority in that classification.
 5. If an employee is involuntarily transferred to a position in the same classification but with a shorter work year, the employee will retain the same work year as in his/her former position. It is understood that this does not apply in a situation where layoffs and bumpings are occurring.
- B. The Employer may relocate employees at their request when (1) there is a vacancy and (2) it is determined by the Administrator/Personnel that the individual requesting the transfer has the necessary skills and abilities to perform the work of the new position.
- C. A vacancy will be defined as an unoccupied position, not eliminated by the Board, due to:
1. an employee resignation
 2. an employee termination
 3. an employee on child care leave in excess of six (6) months
 4. an employee on personal leave of absence in excess of six (6) months
 5. death of an employee
 6. military leave due to enlisting or being drafted
 7. the Board of Education creates a new position

In the event any one of the seven applies, the position will be posted within 45 days. The Employer agrees to notify all members of the bargaining unit of any vacancy covered by this Agreement at least 30 working days prior to a closing date established by the Personnel Division for application. Notices should include:

1. Job title and description
2. Salary classification
3. Job location
4. Length of year
5. Qualifications

No position shall be filled without reposting, if the posting for that position is older than 30 working days.

It is the intention of the District to fill vacancies as quickly as possible. In situations where the placement procedure has not been completed, the District shall be limited to the use of temporary outside help and/or existing staff to perform the duties of the vacant position up to a maximum of forty-five (45) calendar days. The Federation will be notified prior to the temporary filling of that position.

- D. When new jobs are created or a vacancy occurs in any classification under this Agreement, first consideration shall be given to the employees presently employed by the District with the highest qualifications. In the event that it becomes necessary for a position to be phased out, notification will be given to the Federation.
- E. Employees interested in consideration for a vacancy must make written application for the position no later than the specified closing date. If the position is filled by an employee from within the Bargaining Unit, the employee's new salary shall begin on the effective date of the new assignment as specified in writing by the Administrator/Personnel. The Personnel Office will notify Bargaining Unit members within ten (10) working days from the date the vacancy is filled by Board action if they are not selected for the position. Upon written request to the Personnel Office, applicants who were not selected for the position will be given the reason on which the decision was made. Application for a position shall not adversely affect an employee's status in his/her current position.
- F. The salary change resulting from a permanent or temporary change in classification shall take effect with the assumption of the duties of the new job classification.

- G. The salary change shall be to the same level of the new classification as that previously held by the employee in his/her old job classification.
- H. Should a vacancy occur in any office for 10 consecutive working days, supplemental compensation shall be paid in the following manner:
1. ~~The unit administrator will designate one secretary to assume the duties of the vacant position in writing, forwarding a copy of the assignment to personnel.~~
 2. ~~That person shall be compensated at 30% of the hourly rate which was paid the employee that vacated the position, retroactive to the first day of that vacancy.~~
 3. A vacancy may also be defined as an absence resulting from an illness of twenty (20) consecutive work days duration, in which case the supplemental compensation shall be retroactive to the first date of vacancy as prescribed in 1 and 2 above.
- I. The provisions of (H) 1 and 2 shall apply if:
1. ~~The Board eliminates a position but not the duties.~~
 2. ~~If the vacancy is not part of the Bargaining Unit, the 30% shall be based on the salary of the assigned person.~~
- J. In the event the Board establishes a new position or substantially changes the responsibilities of an existing position, the Board shall have the right to initially establish the conditions of employment and rates of pay.
- ~~The Federation reserves the right to negotiate hours, wages, and conditions of employment if they don't agree.~~
- K. Temporary help may be used in the event (a) an employee is on sick leave with pay; (b) an employee is on military leave without pay due to reserve duty; (c) an employee is on maternity leave or (d) the employee is on personal leave for less than six (6) months.

ARTICLE 17

LAYOFF AND RECALL

- A. When a reduction in force becomes necessary, the Employer shall determine the classifications to be reduced, the number to be laid off, and the locations of the jobs to be reduced. In the event of a layoff, the employee(s) being laid off would bump into the position(s) held by the least senior employee(s) in the classification affected district-wide. If there is no one less senior in that classification, the laid off employee(s) would bump the least senior person(s) in the next lowest classification district-wide.
- B. At least thirty (30) working days prior to a layoff, the matter shall be discussed between the Assistant Superintendent of Personnel/Labor Relations, Executive Director of Personnel/Labor Relations (College) and the Union's Bargaining Committee. Any employee scheduled to be laid off shall be notified in writing by the Assistant Superintendent or Personnel Director at least ten (10) working days in advance of the layoff. An employee's accrued vacation time shall not be used in lieu of this notice. An employee must exercise his seniority rights within five (5) working days from the date of layoff notice by notifying the Assistant Superintendent or Personnel Director in writing of same.
- C. When full-time employees are recalled, they shall be recalled in inverse order of their placement on layoff. They shall also have the right to accept a recall to a classification in an equal or lower pay grade, consistent with their seniority and their current ability to perform satisfactorily the work that is available.
1. Notice of recall shall be sent to the laid-off employee at his/her last address of record by registered or certified mail, return receipt requested.
 2. No new hires shall be made while there is an available employee laid off who is qualified to fill the vacancy unless the employee fails to advise the Employer of his acceptance of employment within five (5) working days after the receipt of notification from the Employer of the available position and fails to report to work within twelve (12) working days after said receipt. The employee may waive, in writing, recall to a classification, without loss of seniority, if he is working elsewhere and such recall is estimated by the Employer to be for less than thirty (30) working days.

ARTICLE 18

WORK SCHEDULES

- A. A work day shall consist of 7 1/2 hours, not including lunch time. The work day schedule shall be as determined by the Administrator/Personnel and indicated in the twelve-month school calendar. All secretarial-clerical personnel will be allowed a 15-minute relief period in both the morning and afternoon whenever it is possible to arrange with their immediate supervisor.
- B. All secretarial-clerical personnel are employed either 42, 46 or 52 calendar weeks. The work year of 52-week employees is from July 1 through June 30. The work year of 42-week employees is defined as follows:
1. The work year of the 42-week employee is the regular school calendar for teachers plus 10 working days. This normally means that a 42-week secretary reports to work five (5) days prior to the beginning day for teachers and is required to work five (5) days following the last day of school or work for teachers.
 2. The work year of the 46-week employee is the regular school calendar for teachers plus 30 working days. This normally means that a 46-week secretary reports to work 15 days prior to the beginning day for teachers and is required to work for 15 days following the last day of school or work for teachers. During the regular school year the total work days shall be the same as the 42-week employee.
 3. Assignment of working schedule affecting those 10 and 30 working days is subject to assignment or approval by the Administrator/Personnel.
 4. At the close of each school year or Federal Project, each 42-week employee or federally-funded employee will be given notification indicating whether or not they are to return to work the forthcoming fall. Employees to be laid off will be given reasonable notice prior to the date of each intended layoff.
- C. The regular work week shall be considered 37 1/2 hours.
- D. The work week during the summer months shall be 35 hours beginning with the Monday following the last day of work for the 42-week employee work schedule.

- E. It is a policy of the Employer to keep overtime at a minimum. Pay for emergency overtime authorized by the immediate supervisor and approved by the Administrator/Personnel shall be at time and a half for the hours in excess of 40 hours in any work week.
- F. A written notice of resignation shall be filed with the Administrator/Personnel at least two weeks prior to the date of leaving.
- G. Unexcused absences immediately prior to or following a holiday or vacation period shall result in a loss of pay.
- H. A maximum of three years experience credit on the salary schedule may be granted if a new employee has had work experience directly related to the job classification. The granting of this experience credit shall be at the discretion of the Superintendent/President or his/her designated representative.
- I. A new hire will be advanced as follows:
1. A new hire place on Level I, II or III will be advanced to the next level following the successful completion of probation, and will remain on that level for a minimum period of six (6) months.
 2. After completion of probation, to be followed by a minimum of six (6) months as a regular employee, said employee will move to the next level on either the next July 1 or next January, whichever comes first after the minimum of six (6) months as a regular employee, provided that the level change is negotiated for all employees by the Federation.
 - a. An employee hired March 4, 1991, on Level II, would be advanced to Level III on July 8, 1991, following the successful completion of ninety (90) work day probationary period, if the probationary period has not been extended. Said employee will remain on Level III until July 1, 1992, and would advance in level, if negotiated by the Federation for all employees.

- b. An employee hired September 4, 1990, on Level I would be advanced to Level II on January 14, 1991, following the successful completion of a ninety (90) work day probationary period, if the probationary period has not been extended. Said employee will remain on Level II, until January 1, 1992, and would advance on Level III on January 1, 1992, provided that an advance in level is negotiated by the Federation for all employees for the school year.
- J. All members eligible for steps will move on July 1 of each school year.
- K. In the interest of security of employees, no employee shall be required to work alone in any building without another employee present.

ARTICLE 19

SICK LEAVE

- A. At the time of initial employment, each employee in the bargaining unit shall have ten (10) days of sick leave privilege to be used as necessary during the school year. If the time of initial employment is other than the beginning of a school year, the sick leave privilege will be prorated in terms of the time remaining in the school year.
- B. After one (1) school year and through the fifth (5th) school year of continuous service in the Highland Park Schools, each employee in the bargaining unit shall have a total of forty (40) days of sick leave available at the beginning of each school year, except as hereinafter provided.
- C. After five (5) school years of continuous service in the Highland Park Schools and each year through the tenth (10th) school year of such employment, each employee in the bargaining unit shall have a total of seventy (70) days of sick leave available at the beginning of each school year, except as hereinafter provided.
- D. After ten (10) or more school years of continuous service in Highland Park Schools, each employee in the bargaining unit shall have a total of one hundred (100) days of sick leave available at the beginning of each school year, except as hereinafter provided.
- E. If an employee is unable to resume his/her assigned duties after his/her sick leave entitlement expires, he/she shall be placed on leave without pay and may continue on such leave for a period not to exceed one year. If, at the end of one year

on such leave without pay, he/she is unable to resume his/her assigned duties, his/her employment will terminate. However, if at some later time the employee is deemed able to resume employment, he/she will rank first for consideration among candidates for any position for which he/she is qualified and, upon re-employment, shall receive rights and benefits commensurate with those available to him/her at the time of his/her incapacitation.

Under provisions of (B), (C) and (D) above, if at some time during the year in which the employee is on leave without pay, the employee is deemed able to resume his/her assigned duties, he/she will for the remainder of the work-year in which he/she resumes his/her assigned duties, be entitled to 10 days of sick leave, and at the beginning of the next work-year, he/she again will have available the full sick leave to which his/her years of service entitled him/her.

- F. It shall be the prerogative of the Employer to evaluate the sick leave record and to judge the advisability of continuing further sick leave entitlement to any employee whose state of health is such as to necessitate the use of a major portion of sick leave entitlement in two (2) successive years.
- G. An employee in the bargaining unit will not be permitted to return to his/her assignment without permission of the Superintendent/President if it is necessary for him/her to use crutches, or if portions of his/her body are encumbered by bandages or in slings, or if the conditions of his/her body is such as to be deemed hazardous to his/her personal welfare and safety.
- H. A person who concludes a work year on sick leave and who is unable to resume his/her assigned duties at the beginning of the next work year, will be continued on sick leave into the new work year for a period of time equal to the remainder of sick leave unused at the end of the previous work year.
- I. An employee who has been absent 10 or more consecutive work days because of illness shall upon his/her return, and before assuming his/her assignee duties, furnish to the administrator/Personnel a certification of fitness to resume his/her normal duties.
- J. Sick leave is to be utilized for the purpose intended and shall not be abused. The Employer shall have the right, at its own expense, to have employees on sick leave or with records that suggests possible abuse examined at such times and intervals as the Employer shall determine. If the opinion of the employee's physician regarding the date on which the employee may resume his/her regular duties, the conflict shall be resolved by submitting the dispute to a third, neutral

physician (mutually agreed upon by the Board's physician and the employee's physician) whose opinion shall be binding on both parties. If it is determined after examination that an employee shall terminate, forthwith, and the employee shall be subject to disciplinary action.

Medical expenses for the Board's physician and the neutral physician incidental to physical examinations resorted to in resolving such question will be borne by the School District. Medical expenses for the employee's physician shall be borne by the employee.

ARTICLE 20

WORKERS' COMPENSATION

An employee in the bargaining unit sustaining injury or occupational disease arising out of and in the course of employment by the Employer shall be continued on the payroll to the extent of his/her sick leave reserve; provided that where he/she receives income under the Michigan Workers' Compensation Act, such income shall be supplemented by the employer with an amount sufficient to maintain his/her regular salary for a period not to exceed his/her sick leave reserve, and such reserve shall be charged only for that portion in excess of the compensation payment.

ARTICLE 21

ILLNESS OR DEATH IN THE IMMEDIATE FAMILY

An employee in the bargaining unit shall be allowed five (5) working days annually as leave days not to be deducted from sick leave for illness or death in the employee's immediate family. Immediate family is to be defined as follows: mother, father, sister, brother, spouse, son, daughter, mother-in-law and father-in-law. The Superintendent/President may extend this definition upon application in unusual cases.

ARTICLE 22

PERSONAL BUSINESS LEAVE

- A. A staff member may be allowed absences, with pay, totaling not more than five (5) days within each work year for personal or private business, provided such leave is necessary and is for a reason beyond the control of the individual requesting it.
- B. Except in cases of emergency, personal business leave with pay will not be granted in the week prior to or the week following a vacation period, or in the first or last week of the school year.

C. Examples of allowable reasons for absence considered personal private:

1. Required appearance in court of law involving no moral turpitude on the part of the employee.
2. Presence required by Department of Internal Revenue.
3. Unusual circumstances which may be considered on their merits by the Superintendent of Schools.

D. Except in cases where extreme emergency circumstances prevent, approval of personal business leave must be obtained in advance of the absence. A written request, including circumstances, for personal business leave, shall be originated prior to the time leave is requested and shall be submitted to the principal or supervising administrator who will acknowledge the request and forward it to the Administrator/Personnel for approval or disapproval.

Except in cases of extreme emergency, failure to submit a written request for personal business leave and to have such leave approved in advance will result in forfeiture of pay for the absence.

ARTICLE 23

LEAVE WITHOUT PAY

A. Personal Leave of Absence Without Pay

1. Any non-probationary person who has been employed by the Board of Education for a minimum period of three (3) consecutive years shall, on written request, be allowed a personal leave without pay, for a good and sufficient reason, provided it does not in any way injure the school program. Such leave may be for one-half of a work year or a maximum of one full year. Applications for personal leave of absence must be submitted by March 1, for leaves beginning the first half of the work year and by October 15, for leaves beginning the second half of the work year. Provided, any person who has exhausted his/her sick leave with pay and is not able to resume full employment, shall be eligible to make a written request for personal leave without pay for a period of estimated time not to exceed the current school year within 20 work days after the depletion of the leave bank. Failure to file such a request shall be considered as intent of the employee not to seek further employment in the school system.

2. Personal Leave of Absence to take other employment will not be granted except as specifically stated in other parts of this Agreement.
3. If, at the expiration of the personal leave, a person wishes to resume employment with the School District, it shall be his/her responsibility to initiate a request on or before the above dates as listed in item (1) above of the year preceding the expected resumption of employment. Failure to initiate such a request by the above dates of the year specified will indicate a lack of intent to resume employment with the School District.

An employee who has requested a leave for half a work year (six months) will be returned to his/her previous position if he/she has met the requirements stated above for requesting a return from personal leave.

4. Personal leave of absence may be extended for a maximum of one additional year beyond the original request.
5. Persons returning from a personal leave of absence shall be considered first on the list of qualified candidates when a position is open requiring a person with his/her qualifications.
6. Upon return from a personal leave without pay, the employee shall be placed on the salary schedule level for which he/she was eligible when the employee left for said leave.

B. Military Leave

An employee in the bargaining unit who may enlist, be drafted or be recalled into active duty of any branch of the United States Armed Forces, shall make application in writing for military leave. All aspects of military leave and return therefrom will be governed by applicable provisions of state and federal laws in effect at the time in question.

C. Maternity Leave of Absence

1. The Board of Education shall grant a leave of absence without pay for maternity upon written request for such leave by the employee and certification of pregnancy by the employee's physician. Such leaves will be counted as credit levels on any salary schedule.
2. The employee shall notify the Administrator in charge of Personnel by a written statement from her physician as soon as pregnancy has definitely been determined. The

physician's statement must specify the date until which, in the physician's opinion, the employee can continue full-time employment in her position without either (a) danger to the employee's health or that of the child; or (b) impairment in any of the employee's ability to perform her duties.

3. The effective date of separation for maternity reasons shall be the date specified by the employee's physician as described in sub-section (2) above.
4. Within two weeks after delivery, the employee shall provide the Administrator in charge of Personnel with a statement from her physician specifying the date when, so far as the health of the employee herself is concerned and without respect to any aspect of care and feeding of the child, the employee is able to resume full-time employment in her former position without danger to the employee's health and without impairment in any way of the employee's ability to perform her duties.
5. The date of resumption of employment in her position shall be the date specified by the employee's physician as described in sub-section (4) above.
6. The employee may apply sick leave to her maternity leave, up to the full extent of that employee's sick leave available under the provisions of this Agreement.
7. The Board reserves the right, at its option and expense, to have the employee examined by a physician designated by the Board with respect to the proper ending date of the leave as set forth in sub-section (4) above. The employee will make herself available for such examination and will cooperate in furnishing any necessary information in connection therewith. The Board-designated physician will provide the Board and the employee with a statement specifying the same information as that required from the employee's physician as described in sub-section (4) above. In the event of conflict it shall be resolved by submitting the dispute to a third neutral physician (mutually agreed upon by the Board's physician and the employee's physician) whose opinion shall be binding on both parties.
8. It is agreed that the failure of any employee to comply with any of the foregoing requirements shall be just cause for termination of her services.

D. Child Care Leave of Absence

1. The Board of Education shall grant a leave of absence without pay for care of an employee's new born child upon written request for such leave by the employee, and certification of the birth by the employee's physician. Such will not be counted as credit toward levels on any salary schedule.
2. The request for Child Care Leave shall be submitted at the same time as the request for maternity leave described in Section 23 (c) above. The Child Care Leave will begin at the date of expiration of maternity leave as described in Section 23 (c) above, and will end, at the employee's option, at the beginning of either the first or second school year following expiration of the maternity leave, and at no other time.

EXAMPLES:

- a. Child born April 1, 1990. Maternity leaves expires April 15, 1990. Child Care Leaves expires, at employee's option, either at beginning of 1990-91 school year or at the beginning of 1991-92 school year.
 - b. Child born October 15, 1990. Maternity Leave expires October 29, 1990. Child Care Leave expires, at employee's option, either at beginning of 1991-92 school year or at the beginning of 1992-93 school year.
- (3) Upon expiration of Child Care Leave in excess of six months, the employee will be given preference for hiring in any vacant position for which the employee is qualified, provided the employee has submitted a written request for resumption of employment at least 120 days prior to the leave ending date. If no such written and timely request is submitted, the employee will be considered to have resigned. If there is no vacant position for which the employee is qualified at the time of the leave ending date, the employee will continue to have preference for any such vacancy which may occur for a period of one year from the leave ending date, after which all rights to preference shall cease.
- (4) In cases of Maternity and/or Child Care Leave where the employee has sick leave days available and sick days are used for maternity

leave as provided in sub-section (6), the Board will pay any insurance premiums falling due prior to exhaustion of the employee's sick leave days. Otherwise, the Board shall have no responsibility for payment of insurance premiums during maternity leave (or during child care leave), but the Board will permit any employee who desires to do so to continue insurance coverage during maternity leave or child care leave by paying the necessary premiums to the Board prior to the premium due dates.

ARTICLE 24

VACATION
12-MONTH EMPLOYEES

- A. Vacations will be granted to 12-month employees by the Employer at such times during the year as are suitable considering both the wishes of the Employee and the efficiency of the operation of the department concerned.
- B. Vacation will be granted to 12-month employees by the Employer as indicated by the following schedules:

6 mos. to 1 year -----	1 year to 5 years -----	5 years to 10 years -----
5 days*	10 days**	15 days***

10 years to 15 years -----	15 years above -----
20 days****	25 days*****

(Days are defined as working days)

- * Provided the six months shall have been served by July 1 of the school year in which the vacation is allowable.
- ** Provided the full year shall have been served by July 1 of the school year in which the vacation is allowable.
- *** Provided the five years shall have been served by July 1 of the school year in which the vacation is allowable.
- **** Provided the ten years shall have been served by July 1 of the school year in which the vacation is allowable.
- ***** Provided the fifteen years shall have been served by July 1 of the school year in which the vacation is allowable.

- C. On July 1 of each school year vacations will be granted for service performed during the preceding school year. All vacation time so granted must be used during the following school year and cannot be carried over into the succeeding year.
- D. Vacation may be split into one or more weeks, or one day at a time, providing such scheduling does not interfere with the operation of the department concerned.
- E. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- F. Illness incurred during vacation will not be charged to sick leave but to vacation time. Unusual circumstances may be reviewed by the Superintendent/President.
- G. All vacations must be taken at a time recommended by the immediate supervisor and approved by the Administrator/Personnel. The time of vacations shall be that best suited for the continued operation of the school system.
- H. Extension of the time beyond the entitled vacation period must be requested in advance, recommended by the immediate supervisor and approved by the Administrator/Personnel, shall be taken at the individual's own expense, and shall not be drawn from personal business, vacation, sick leave or any other paid leave time.
- I. If an employee is absent 26% or more of any work year, a corresponding percentage of vacation time shall be deducted.
- J. If a regular pay day falls during an employee's vacation, he will receive that check in advance upon three weeks written notice before going on vacation.
- K. Rate during Vacation: Employees will be paid their current rate while on vacation, excluding overtime, and will receive credit for any benefits provided for in this Agreement.
- L. Years of experience in 42 or 46-week positions will count toward vacation granted when an employee acquires a 52-week position.
- M. In the event an employee's probationary period is completed between July 1 and August 15, they shall be granted one week vacation that may be used following his/her six-month anniversary date and September 1. If the probationary period

ends after August 15, they shall be granted one week vacation that may be used during the Christmas or Easter school recess. In the event an employee used the one week granted under this Article, they shall, after the six month anniversary date, be granted only one additional week on the succeeding July 1. If an employee qualifying for vacation under this Article does not use this one week vacation as described above, he/she shall be granted two weeks' vacation on the succeeding July 1.

- N. In the event of death of an employee, any unused vacation will be paid to his/her estate.
- O. Vacation days shall be taken in the fiscal year following that in which they were earned and shall not be accumulated.
- P. All vacation days must be scheduled with approval of the supervisor and the Administrator/Personnel.
- Q. Should an employee be denied the right to take his/her vacation as described in "P" above and this denial resulted from the Administrator/Personnel non-approval or his/her request, then the employee shall be entitled to be compensated at his/her salary rate for all vacation days unused as a result of said denial.

ARTICLE 25**PAID HOLIDAYS**

Employees in the bargaining unit will have the following paid holidays:

- (1) Day before or after New Year's Day
- (2) New Year's Day
- (3) Dr. Martin Luther King's Birthday
- (4) Good Friday
- (5) Memorial Day
- (6) Fourth of July
- (7) Labor Day
- (8) Thanksgiving Day
- (9) Day after Thanksgiving Day
- (10) Day before or after Christmas
- (11) Christmas.

ARTICLE 26**BULLETIN BOARDS**

The employer will provide bulletin board space in each building which may be used by the Federation for posting notices.

ARTICLE 27**NEW CLASSIFICATION**

The Board recognizes that the alteration of existing classifications, or the establishment of new classifications, is a subject for discussion under the contract implementation procedures (Article 29).

ARTICLE 28**JURY DUTY**

In situations arising from the calling of an employee for duty, the employee shall ask the administrator in charge to request an excuse or deferment from such duty. A full-time employee called for jury duty shall be granted a leave of absence for the duration of that duty. The Employer shall be obligated only to pay an amount equal to the difference between the employee's salary as computed on a daily basis and the daily jury duty fee paid.

ARTICLE 29**CONTRACT IMPLEMENTATION PROCEDURES**

1. Agreement implementation meetings shall be held between representatives of the Board and the Federation negotiating teams on a regularly scheduled basis, if requested, with a minimum of one per month.
2. The purpose of these meetings will be to review the administration of the contract and resolve any problems that are not of a grievance nature. It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.
3. All meetings between the parties regularly scheduled should take place as promptly as possible at a time when the office personnel involved are free from assigned responsibilities unless otherwise requested by either the Federation or the Board. Meetings will be scheduled within ten (10) days at the request of either party.
4. When a mutually acceptable amendment of the agreement results, it will only become valid when ratified by the Board and the Federation.

ARTICLE 30**MEDICAL COVERAGE AND OTHER FRINGE BENEFITS**

- A. Bargaining unit members may elect either the Blue Cross-Blue Shield MVF-1 plan of hospital-medical-surgical insurance, including Master Medical (option 4) and prescription drug coverage as describe in the brochure furnished to the Federation or equivalent coverage under Community Health Association, Medical Laboratory Coverage, and First Aid Emergency Coverage.

For the duration of this Agreement, the Board agrees to pay the full premium for employee and dependents semi-private coverage under either of said plans for all bargaining unit members who enroll, but not exceeding the cost of employee and dependents semi-private coverage under the Blue Cross-Blue Shield plan. Commencement and duration of coverage and amount and nature of benefits will be governed by the rules and regulations of the carrier. The Board's only responsibility shall be for payment of premiums as above set forth.

- B. The Board of Education shall pay the premium necessary to provide without cost to the members of the bargaining unit group life insurance protection which pay to the members' designated beneficiary the sum of \$25,000 upon death and \$25,000 for accidental death and dismemberment. The nature and amount of benefits and commencement and duration of coverage shall be as specified in the master insurance premiums as above specified.

C. College Tuition

All full-time members of the bargaining unit and their spouses and children shall be allowed to take courses at the college for credit without payment of tuition. Such persons shall not be counted in determining the minimum number of students required to warrant conducting a class.

- D. Effective January 1, 1979, the Board will provide dental coverage - Delta Dental Plan with coordination of benefits.

1. For the duration of this Agreement, the Board agrees to pay for full premium for employees and dependents; a dental insurance package which shall be:

- (a) Basic services
- (b) Preventive services
- (c) Restorative services
- (d) Oral surgery services
- (e) Endodontic services
- (f) Periodontic services

2. Fifty percent (50%) of Class II benefits:

- (a) Prosthodontics services

It is understood that a dental plan coverage shall be identical or superior to the plans and services of the Delta Dental Plan proposed at the bargaining table. A plan shall be purchased for each individual regardless of marital status. Employees with coverage under external plans inferior to the above plan shall not be excluded.

- E. The Board will provide optical coverage for all bargaining unit members.

ARTICLE 31

TUBERCULOSIS EXAMINATIONS

Members of the secretarial-clerical staff are required to file proof of freedom from active tuberculosis every three years, in the form of a certificate showing negative result from either a chest-x-ray or a tuberculin skin test. The certificate must be filed within fourteen days after the first day of regular school session in the fall, and the chest x-ray or skin test must have been performed within nine months preceding the first day of regular school session in the fall.

The Employer agrees to exert every effort to arrange for a mobil x-ray unit to visit Highland Park at a date or dates which will provide all employees with an opportunity to have chest x-rays conveniently and free of charge. The Employer will also provide arrangements for employees who prefer the tuberculin skin test to procure same at a location in Highland Park free of charge (i.e., D.O.H., Highland Park Health Department, etc.).

ARTICLE 32

OTHER PHYSICAL EXAMINATIONS, NERVOUS DISORDERS

Any question as to the physical health and fitness of an employee shall be resolved by the Administrator/Personnel and the individual, in conference with the school medical advisor. Medical expenses incidental to physical examinations resorted to in resolving such questions will be borne by the employer.

Nervous Disorder

An employee who has been absent, or whose performance has been impaired, because of nervous disorder, must present, prior to his/her return, a report from a physician showing satisfactory recovery. The employee's cooperation in obtaining a medical report from an impartial clinic may be a required development. In the latter case, expenses incurred shall be borne by the Employer.

ARTICLE 33

TERMINATION OF EMPLOYMENT OR RESIGNATIONS

- A. A person who has resigned or whose employment is terminated for any reason forfeits all accrued rights and privileges, including sick leave, military leave, personal leave without pay, Workers' Compensation within the Michigan state law, and any other rights and privileges which may have been granted by the Employer to its employees.
1. Any employee desiring to resign shall file a letter of resignation with the Personnel Office at least two weeks prior to the effective date.
 2. Any employee who discontinues his/her service in accordance with the provisions of (a) above does not forfeit his/her right to be paid for earned vacation time.
 3. If an employee is terminated or resigns, his/her vacation days will be prorated and included in his/her severance pay.

ARTICLE 34

EMPLOYEES HIRED FOR SPECIAL PROJECTS FUNDED BY FEDERAL OR STATE GOVERNMENTS

It is understood that employees hired for a special project funded by the federal or state government will be retained only for the duration of the project and the Employer shall have no obligation to re-employ them. However, at the end of the project, if a position is available, consideration will be given.

ARTICLE 35

NO STRIKE

The Federation fully recognizes that the statutes of the State of Michigan confer upon public employees and their organizations not only certain rights and privileges but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Federation agrees, on behalf of itself and all those whom it represents, that the no strike provisions of the Public Employment Relations Act (ACT 336 OF 1947, amended) will be faithfully observed at all times.

ARTICLE 36**APPENDIX**

The following appendix is incorporated and makes a part of this Agreement:

Appendix A - rates of Pay and Implementation of Salary Schedule

ARTICLE 37**RATIFICATION**

The Board and the Federation will submit this Agreement through their ordinary ratification procedures. Both parties agree to actively recommend its ratification.

ARTICLE 38**DURATION**

This Agreement shall become effective July 1, 1989, and shall continue in full force and effect until midnight June 30, 1992.

If either party desires to modify this Contract, it shall be give written notice sixty (60) days prior to the expiration date of the contract upon the request of the Union.

In the event no agreement has been reached by the expiration date, the contract will remain in effect on a day-to-day basis, A signed statement of an agreement for a day-to-day extension prepared by both parties shall be exchanged between the Board and Union. This statement will include the signatures of the chief negotiating agents for the Board and the Union.

Printing of Agreement

Copies of this Agreement shall be printed within thirty-five (35) days after ratification by all parties, at the expense of the Board, and presented to all present employees and future employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on this first day of 1989.

BOARD OF EDUCATION, SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK

[Signature]

President of the Board

[Signature]

Superintendent of Schools

NEGOTIATING COMMITTEE:

[Signature]

[Signature]

[Signature]

HIGHLAND PARK FEDERATION OF EDUCATIONAL SECRETARIES

[Signature]

President

NEGOTIATING COMMITTEE:

[Signature]

[Signature]

[Signature]

[Signature]

SECRETARIAL-CLERICAL SALARY SCHEDULE FOR
1990-91

JOB CLASS	CODE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6
Ad Sec III Bookrm Supvr	26	\$9.43	\$9.84	\$10.28	\$10.75	\$11.26	\$12.84
Ad Sec II Acct. Payable Clerk Bursar-Cashier Sr. Payroll Clerk	23	\$9.00	\$9.14	\$ 9.60	\$10.01	\$10.52	\$12.00
Ad Sec I Asst. Bkstore Fringe Benefits Receptionist	22	\$8.57	\$8.96	\$ 9.38	\$ 9.83	\$10.23	\$11.66
Bus. Office Secretary III Sr. Acct. Payable Records Clerk Library Asst. Offset Prod Spec. Substitute Sec.	21	\$8.38	\$8.73	\$ 9.09	\$ 9.53	\$ 9.96	\$11.41
Acct. Payable Records Clk II Adm/Rec. Switchoard Opr.	20	\$8.16	\$8.52	\$ 8.88	\$ 9.32	\$ 9.73	\$11.15
Secretary II	18	\$7.79	\$7.97	\$ 8.51	\$ 8.86	\$ 9.99	\$10.63
Library Aide Print Prod Clk Secretary I	16	\$7.40	\$7.77	\$8.11	\$ 8.46	\$ 8.83	\$10.13

SECRETARIAL-CLERICAL SALARY SCHEDULE FOR
1991-92

JOB CLASS	CODE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6
Ad Sec III Bookrm Supvr	26	\$9.81	\$10.23	\$10.69	\$11.18	\$11.71	\$13.35
Ad Sec II Acct. Payable Clerk Bursar-Cashier Sr. Payroll Clerk	23	\$9.36	\$9.51	\$ 9.98	\$10.41	\$10.94	\$12.98
Ad Sec I Asst. Bkstore Fringe Benefits Receptionist	22	\$8.91	\$9.32	\$ 9.76	\$10.22	\$10.64	\$12.62
Bus. Office Secretary III Sr. Acct. Payable Records Clerk Library Asst. Offset Prod Spec. Substitute Sec.	21	\$8.72	\$9.08	\$ 9.45	\$ 9.91	\$10.36	\$12.34
Acct. Payable Records Clk II Adm/Rec. Switchoard Opr.	20	\$8.49	\$8.86	\$ 9.24	\$ 9.69	\$10.12	\$12.06
Secretary II	18	\$8.10	\$8.29	\$ 8.85	\$ 9.21	\$10.39	\$11.50
Library Aide Print Prod Clk Secretary I	16	\$7.70	\$8.08	\$8.43	\$ 8.80	\$ 9.18	\$12.00

Secretarial-Clerical Salary Schedule For 1991-92

Job Class	Class.	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6
ADM. SEC. III Bookrm Supvr	26	\$9.31	\$10.23	\$10.69	\$11.18	\$11.71	\$13.35
ADM. SEC. II Acct. Payable Clerk Bursar-Cashier Sr. Payroll Clerk	25	\$9.36	\$9.51	\$9.98	\$10.41	\$10.94	\$12.48
ADM. SEC. I Asst. Bkstore Fringe Benefits Receptionist	22	\$8.91	\$9.32	\$9.76	\$10.22	\$10.64	\$12.15
SEC. III Sr. Acct. Payable Records Clerk Library Asst. Offset Prod. Spec. Substitute Sec. Business Office	21	\$8.72	\$9.08	\$9.45	\$9.91	\$10.36	\$11.87 <i>Case Anno</i>
RECORDS CLERK II Ad/Rec. Switchbrd Op. Acct. Payable	20	\$8.49	\$8.86	\$9.24	\$9.69	\$10.12	\$11.60
SEC. II	18	\$8.10	\$8.29	\$8.35	\$9.21	\$10.39	\$11.06
SEC. I Library Aide Print Prod. Clerk	16	\$7.70	\$8.08	\$8.43	\$8.80	\$9.18	\$10.54

SECRETARIAL-CLERICAL SALARY SCHEDULE FOR 1994-98

(2% Raise)

JOB CLASS	CLASS.	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6
ADM. SEC. III Bookrm. Supvr.	26	\$10.82	\$11.30	\$11.80	\$12.34	\$12.92	\$14.74
ADM. SEC. II Acct. Payable Clerk Bursar-Cashier Sr. Payroll Clerk	23	\$10.33	\$10.49	\$11.02	\$11.49	\$12.08	\$13.78
ADM. SEC. I Asst. Bkstore Fringe Benefits Receptionist	22	\$ 9.84	\$10.29	\$10.77	\$11.29	\$11.75	\$13.38
SECRETARY III Sr. Accts. Payable Records Clerk Library Assistant Offset Prod. Spec. Substitute Secr. Business Office	21	\$ 9.63	\$10.02	\$10.43	\$10.93	\$11.43	\$13.10
RECRDS CLERK II 20 Ad/Rec. Switchbd Op. Accts. Payable		\$ 9.36	\$ 9.78	\$10.20	\$10.70	\$11.18	\$12.80
SECRETARY II	18	\$ 8.94	\$ 9.15	\$ 9.77	\$10.18	\$11.46	\$12.21
SECRETARY I Library Aide Print Prod. Clerk	16	\$ 8.49	\$ 8.91	\$ 9.31	\$ 9.71	\$10.14	\$11.63
10 YEARS - \$400	15 YEARS - \$650	20 YEARS - \$1,000 NON-ACCUMULATIVE					

SECRETARIAL-CLERICAL 1990-91 CALENDAR

WEEK	42-WEEK DAYS	46-WEEK DAYS	
Aug 6 - 10	0	5	46-week Report
13 - 17	0	5	
20 - 24	5	5	42-week Report
27 - 31	4	4	Student Report
			08/28 - No classes 08/31 Labor Day 09/03
Sep 3 - 7	4	4	
10 - 14	5	5	
17 - 21	5	5	
24 - 28	5	5	
Oct 1 - 5	5	5	
8 - 12	5	5	
15 - 19	5	5	
22 - 26	5	5	
Oct 29 - Nov 2	5	5	
Nov 5 - 9	5	5	
12 - 16	5	5	
19 - 23	3	3	Thanksgiving 11/22-23
26 - 30	5	5	
Dec 3 - 7	5	5	
10 - 14	5	5	
17 - 21	5	5	
24 - 28	0	0	Christmas Recess 12/24/90 01/03/91
Dec 31 - Jan 4	0	0	
7 - 11	5	5	
14 - 18	5	5	
21 - 25	4	4	M.L.King Birthday 01/21 Observed
Jan 28 - Feb 1	5	5	
Feb 5 - 8	5	5	
11 - 15	5	5	
18 - 22	0	0	Winter Break 02/18-22
Feb 25 - Mar 1	5	5	
Mar 4 - 8	5	5	
11 - 15	5	5	
18 - 22	5	5	
25 - 29	4	4	
Apr 1 - 5	0	0	Good Friday 03/29
8 - 12	5	5	
15 - 19	5	5	
22 - 26	5	5	
Apr 29 - May 3	5	5	
May 6 - 10	5	5	

13 - 17 5
Secretarial/Clerical 1990-91 Calendar

May 20 - 24	5	5
27 - 31	4	4
Jun 3 - 7	5	5
10 - 14	5	5
17 - 21	5	5
24 - 28	0	5
Jul 1 - 5	0	4
	<u>193</u>	<u>212</u>

Last Student Day
 06/13/91
Last Day for 42-
week 06/21
Independence Day
 04/04
04/05 Last Day
for 46-week

SECRETARIAL-CLERICAL 1990-91 COLLEGE CALENDAR

<u>WEEK</u>	<u>42-WEEK DAYS</u>	<u>52-WEEK DAYS</u>	
Jul 2 - 6	0	4	Indep Day 07/04
9 - 13	0	5	
16 - 20	0	5	
23 - 27	0	5	
30 - Aug 3	0	5	
Aug 6 - 10	0	5	46-week Report
13 - 17	0	5	
20 - 24	5	5	42-week Report
27 - 31	5	5	
Sep 3 - 7	4	4	Labor Day 09/03
10 - 14	5	5	
17 - 21	5	5	
24 - 28	5	5	
Oct 1 - 5	5	5	
8 - 12	5	5	
15 - 19	5	5	
22 - 26	5	5	
Oct 29 - Nov 2	5	5	
Nov 5 - 9	5	5	
12 - 16	5	5	
19 - 23	3	3	Thanksgiving 11/22-23
26 - 30	5	5	
Dec 3 - 7	5	5	
10 - 14	5	5	
17 - 21	3	5	Christmas 12/20
24 - 28	0	3	Christmas Recess 12/24/90 01/04/91
Dec 31 - Jan 4	0	3	
7 - 11	5	5	
14 - 18	5	5	
21 - 25	4	4	M.L.King Birthday 01/21 Observed
Jan 28 - Feb 1	5	5	
Feb 5 - 8	5	5	
11 - 15	5	5	
18 - 22	0	5	Winter Break 02/18-22
Feb 25 - Mar 1	5	5	
Mar 4 - 8	5	5	
11 - 15	5	5	
18 - 22	5	5	
25 - 29	4	4	Good Friday 03/29
Apr 1 - 5	0	5	
8 - 12	5	5	
15 - 19	5	5	

Secretarial-Clerical 1990-91 College Calendar
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	22 - 26	5	5
Apr	29 - May 3	5	5
May	6 - 10	5	5
	13 - 17	5	5
	20 - 24	5	5
	27 - 31	4	4
Jun	3 - 7	0	5
	10 - 14	0	5
	17 - 21	0	5
	24 - 28	0	5
		<hr/> 182	<hr/> 249

Commencement 05/25
 Memorial Day 05/27

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