

# MASTER AGREEMENT

Between the

New Haven Schools  
Central Office Staff

And the

New Haven Schools  
Board of Education

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2003-04

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2006-07

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AGREEMENT BETWEEN  
THE NEW HAVEN COMMUNITY SCHOOLS  
AND  
THE CENTRAL OFFICE STAFF

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of September, 2005, by and between the New Haven Board of Education, hereinafter referred to as the "District," and the New Haven Central Office Staff, hereinafter referred to as the "Staff". Terms and conditions of this contract shall be retroactive to July 1, 2003.

**Article 1. Recognition**

The Board hereby recognizes the Staff as the exclusive bargaining representative, as defined in Section II of Article 379, Public Acts of 1965, for all central office personnel.

The Board agrees, for the duration of this Agreement, not to negotiate with any organization other than the Central Office Staff.

**Article 2, Non-Discrimination:**

The Board and the Association agree that all employment decisions will be made in a non-discriminatory manner. No decision as to hiring, assignment, promotion, transfer, layoff, termination, or reinstatement shall be made on the basis of age, sex, color, national origin, religion, height, weight, marital status, or disability.

In the construction of words used in this Agreement whenever the female gender is used, it shall also be construed to include the male gender.

**Article 3, Purpose & Intent:**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the Employees.

- A. Job Security: The parties recognize that the interest of the community and the job security of the employees depend upon the District's success in establishing a proper service to the community.
- B. District and the Staff encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among employees.

#### **Article 4, Management Rights:**

The Board, on behalf of itself and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, 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 of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.

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

#### **Article 5, Staff Rights/Joint Responsibilities:**

- A. **Bulletin Board:** The Staff shall have the right to post notices of its activities and matters of concern on bulletin board space within the staff lounge area. Said notices also may be circulated through office mail service.
- B. **Recognition of Employee Rights:** The Board recognizes the right of public employees to organize together in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employers through representatives of their own free choice.
- C. **Non-Discrimination:** The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any employees in the enjoyment of any rights conferred by the laws or Constitution of Michigan and/or the United States and that it will not discriminate against any employee, his/her institution of any grievance, complaint or proceeding under this Agreement, and that the rights granted to employees in this Agreement are in addition to those provided in the above mentioned statutes and Constitutions.
- D. **Furnishing Information:** The Board agrees to make available to the Staff, upon reasonable request, information concerning the financial resources of the

District, tentative budgetary requirements and locations, etc., that will assist the Staff in developing intelligent, accurate, and constructive programs on behalf of the employees, together with information which may be necessary for the Staff to process grievances or complaints.

## **Article 6, Job Classifications**

A. The following job classifications shall be covered by this agreement:

1. Business Office Manager
2. Assistant Manager/Payroll Clerk
3. Superintendent's Secretary
4. Accounts Payable/Receivable Clerk
5. Secretary to the Director of Special Education.

The work year for these positions shall consist of a fifty-two (52) week, 2,080 hour year, unless otherwise stated.

B. Wage Rates for New Positions: In the event a new position is created which does not appear to fall within the "Job Titles/Classifications" described in Article 6 of this Agreement, the District will establish an applicable classification and rate structure.

Prior to filling or posting a position the Superintendent or his/her designee will meet with representatives of the Staff to discuss the classification and rate structure.

C. Increments: Increment changes will be made annually on July 1<sup>st</sup> or January 1<sup>st</sup>, whichever date is closer to the date of hire of the individual. Employees hired between April 1 and June 30 of a work year will receive their increment change on July 1 of the following year.

## **Article 7, Grievance Procedure:**

A. Definitions:

1. Days: Shall refer to working days.
2. Grievance: An alleged violation, misinterpretation, or misapplication of provisions of this Agreement.
3. Immediate Supervisor: The Superintendent or his designee to whom the staff is assigned.

B. Grievance Process: By-passing any of the steps herein outlined may be grounds for denying a grievance.

1. Step One, Immediate Supervisor: Within three (3) days of the alleged grievance or of the date the employee could reasonably have been expected to be aware of the conditions leading to it, the grievant may discuss the grievance with his/her immediate supervisor or steward who may then discuss it with the immediate supervisor.

If the matter is not resolved to the satisfaction of the grievant, the Staff may, within three (3) days of the meeting with the supervisor, submit the grievance, in writing, to the immediate supervisor. The supervisor shall then have three (3) working days from the date of the written grievance to respond to same in writing with copies to the grievant, steward, and Board of Education.

2. Step Two, Appeal Superintendent's Decision: The Staff shall have three (3) days from the date of receipt of the Superintendent's decision to appeal to the Board of Education. The appeal shall be in writing, specifying its objections to the Superintendent's decision, and be directed to the Secretary of the Board. The Secretary shall then have fifteen (15) days from the date of receipt of the Staff's appeal to arrange for a meeting to discuss the grievance.

The Secretary of the Board will inform the Staff, in writing, within thirty (30) days of this meeting of its decision. The Board's decision shall be considered final unless the Board does not meet its procedural obligations under this Article of the Agreement.

## **Article 8, Vacancies:**

A. Posting:

When a vacancy in a Central Office Staff position covered under this Agreement occurs or a new position is created, the Staff shall be given written notice of same and the position shall be posted in each of the District's buildings. Except in cases of emergency and on a temporary basis, no position shall be filled until it has been posted for a minimum of ten (10) days.

B. Filling Vacancies:

1. Any employee may apply for such a vacancy. In filling vacancies the Board agrees to give due weight to the background, length of time in the District's employ, attainment and skills of all applicants, and other relevant factors.

2. District candidates must make written application as per posting directions. Qualifications, performance, ability being equal, the seniority of the employee will then receive first consideration if the District's decision is to fill from within.

### **Article 9: Resignation, Retirement, Discharge, Demotion, Suspension, Terminal Pay Benefits**

- A. Resignations: An employee wishing to resign shall give the District written notice of intent ten (10) days prior to the requested effective date of termination. Less than ten (10) days notice may subject the employee to forfeiture of earned vacation time and reimbursement for earned but unused sick leave. In instances the employee has no control over, such as a spouses move to another area, etc., the Superintendent may approve an exception to the ten (10) day notification.
- B. Retirement Benefits: As long as mandated by State statute the District agrees to maintain coverage of employees under the Michigan Public School Employees' Retirement Fund.
- C. Discharge, Demotion & Suspension: A Staff member facing discharge, demotion, or suspension may appeal such beginning with step two (2) of the grievance process.
- D. Terminal Leave Benefits: The Board of Education in appreciation for services to the school district agrees to pay, upon retirement or termination of employment, the amount of \$35.00 per year of service for employees with at least ten (10) years of service to the school district.
- E. In the event of death of the employee while actively employed with the New Haven Community Schools the scheduled payment will be paid the employee's estate or beneficiary according to the terms, conditions and discretions the employee may have designated with regard to his/her retirement/termination benefits.

### **Article 10: Insurance Coverage**

- A. Workers' Compensation: Members shall be covered under applicable Workers' Compensation statutes. In the event of an on-the-job injury in which the employee is entitled to benefits under the Act the balance of his/her average weekly earnings not covered by the Act shall come from earned sick leave. This portion of his/her sick leave shall then be deducted from his/her accumulated days of such.

- B. Insurance Coverage, General: It is understood that the coverage described herein apply to full time employees only and that benefits for less than full time employees shall be on a prorated basis.
- C. Long Term Disability Coverage: As long as a carrier is available to provide such at a reasonable cost the Board will provide each member with the following coverage:
  - 1. For any disability, as defined by the carrier, which exists for a period exceeding six (6) months.
  - 2. 66.6% of income plus any offsets up to a maximum of \$5000 per month.
  - 3. To age 69 or applicable statutes.
- D. Hospitalization: The District will cover, without expense to the employee, Super Care I hospitalization coverage, with the deductible to be paid by the Board of Education. In the event other health care programs are made available to the employee as alternatives employee participation in such shall be voluntary.

All central office Staff will be entitled to the following:

- 1. Self only coverage
  - 2. Self and children
  - 3. Self and spouse
  - 4. Full family coverage.
  - 5. If the employee elects not to be covered through the District's medical coverage insurer, the employee shall be eligible to participate in the district's Section 125 Cafeteria Plan program (cash in lieu of taking health benefits) in the amount of 60% of the annual single subscriber rate in effect at the time of the election.
- E. Dental: Full-family, Class I & II.
  - F. Vision: Vision II insurance.
  - G. Term Life Insurance: For each eligible full time employee the District shall provide life insurance coverage in the amount of \$30,000.00.



## Article 11: Sick Leave, Bereavement Leave, Business Days

### A. Sick Leave

1. Earning/Accumulation: Sick leave shall be earned at the rate of one day per month up to a maximum of twelve (12) days per year with a maximum accumulation of one hundred thirty (130) working days. If at the end of a given work year, the employee has accumulated more than one hundred thirty (130) days, the excess above 130 will be paid according to the terms of subsection 2 of this article. Payments will be made prior to June 30 of the contract year.
2. Pay for Unused Sick Days: An employee terminating his/her employment in accordance with Article 9 shall be eligible for a payment of fifty dollars (\$50.00) per unused sick day.

If an employee's death occurs while actively employed, payment will be made to the employee's estate or beneficiary according to the terms, conditions, and discretions the employee may have designated with regard to his/her retirement/ termination benefits.

### B. Business Days:

1. Number: With a minimum of seventy-two (72) hours notice, except in cases of emergency, Staff shall be granted two (2) business day per year not deductible from sick leave.
2. Addition Deductible Day: One (1) additional day, deductible from sick leave, may be granted with a minimum of one (1) week's advance notice.
3. Limitations on Usage:
  - a. Days granted are for the purpose of pressing business that cannot be transacted at time other than normal working hours.
  - b. Such days shall not be used for recreational purposes.
  - c. Unless approved in advance by the Superintendent, due to extenuating circumstances, such days may not be taken immediately before or after a scheduled break or vacation.

- C. Assignment of Benefits Upon Death: If an employee dies while actively employed by the District, any benefits owed shall be paid to her estate or beneficiary according to the terms, conditions, and/or discretions designated with regard to retirement benefits.

D. Bereavement Leave:

1. In the event of the death of a staff member's children, mother, father, sister, brother, grandmother, grandfather, grandchildren, brothers-in-law, sisters-in-law, current spouse or current spouse's parents, she will be given a maximum of three (3) days off not deductible from sick leave.
2. In the event of the death of the staff's current spouses' uncles, aunts, nephews, nieces and first cousins or any member of her household, she will be given a maximum of two (2) days off, deductible from accumulated sick leave.
3. Either of the foregoing provisions may be extended by the Superintendent or his designee if, in his/her judgment, the time limits stated herein are not sufficient to allow for the adjustments and demands encountered at the time of bereavement. Such extensions of time shall be deductible from the individual's accumulated sick leave.

- E. Whenever three (3) or more consecutive compensable or non-compensable leave days are used, these days will be accrued against leave granted through the Family Medical Leave Act (FMLA) for those employees who qualify for leave under this federal law.

## **Article 12, Probationary Periods and Transfers**

A. Probationary Periods:

At Initial Employment: Individuals hired as Central Office personnel under this Agreement shall serve a probationary period of six (6) calendar months from the date of hire.

If, during the probationary period the District determines that the employee's performance or work habits are not at a satisfactory level, the employee may be dismissed. The dismissal shall not be subject to the grievance process of this Agreement.

- B. Transfers: The discretion to transfer or not transfer an employee rests solely with the Board of Education.

## Article 13, Vacations, Holidays and Longevity

- A. **Vacation Time, Payments & Limitations on Accumulation:** Any vacation days not used by June 30th of each year will be paid to the central office staff at his/her daily rate of pay if requested by the employee. Amount of days to be paid will not exceed 25% of days accumulated. The Board reserves the right to require 100% usage of vacation days each fiscal year.

A staff member may elect to carry-over no more than 25% of the contractually allotted vacation days to the next year in lieu of being paid for these days. The days carried over must be used first in the subsequent year.

- B. **Paid Vacation Time:** Vacation time shall be earned as per the following conditions:

1. **Time Credits:** It is understood that years of service for the purpose of earned vacation credit means continuous years of service under this bargaining agreement and does not include previous years of service in another classification nor credit granted on the wage scale for outside experience and does not include years of service prior to a quit. Recognized leaves of absence and layoffs are not considered interruptions to continuous service but may not be used as years of active/continuous service in calculating vacation time.

2. **Twelve (12) Month Central Office Staff Employees:**

- a. Six (6) months to one (1) year  
of employment ----- 5 days
- b. One (1) year through five (5) years  
of employment ----- 10 days
- c. Six (6) years through ten (10) years  
of employment ----- 15 days
- d. Eleven (11) years through fifteen (15) years  
of employment ----- 20 days
- e. Sixteen (16) years or more  
of employment ----- 25 days

- C. **Longevity:** Each central office staff will receive \$50.00 for every year of service beyond ten years of service to the district. This longevity payment will be made on the anniversary date of their hire. Employees hired prior to May 21, 2001, shall be paid \$50.00 for every year of service to the district.

It is understood that years of service for the purpose of longevity means continuous service under this bargaining agreement and does not include previous years of service in another classification or position outside the bargaining unit but within the school district, nor credit granted on the wage scale for experience outside the school district and does not include years of service prior to a quit.

Recognized leaves of absence and layoffs are not considered interruptions to continuous service but may not be used as years of active/continuous service in calculating longevity eligibility.

D. Paid Holidays:

1. Qualifying For: In order to qualify for holiday pay the individual must have worked the last regularly scheduled day before and the first regularly scheduled work day after the holiday. The only exception to this will be prearranged absence days that have been approved by the Superintendent in advance and includes a paid holiday.
2. Celebrating:
  - a. If school is in session for any of the holidays listed, the Staff will be expected to work same and be paid their regular wages.
  - b. If school is not in session for students, a holiday listed herein that falls on Saturday will be considered to have fallen on Friday. If the holiday falls on Sunday, Monday will be the recognized day off.
3. Recognized Holidays:
  - a. The day before New Year's
  - b. New Year's Day
  - c. Thanksgiving Day
  - d. The day after Thanksgiving
  - e. Memorial Day
  - f. Independence Day
  - g. Labor Day
  - h. The day before Christmas
  - i. Christmas Day
  - j. All day Good Friday
  - k. Martin Luther King's Birthday

*Labor Day -  
Fri before  
state holiday*

4. Central Office shall be closed for the days between Christmas Day and the Day before New Years Day. Employees will not be required to be in attendance during these days.
5. Central Office shall be closed during Mid-Winter Break as scheduled on the official school calendar. Employees are not required to be in attendance during these days.

#### **Article 14, Maternity Leave:**

- A. Use of Sick Leave: Accumulated sick leave may be used for maternity leave purposes.
- B. Statement: As soon as the doctor confirms pregnancy the employee shall notify the superintendent's office, in writing, as to the date of expected birth.
- C. Deadline: The employee may continue in her position up to two (2) weeks prior to the anticipated date of birth provided she has presented a doctor's certificate that she may do so without any detriment to her and/or the unborn child.
- D. Beginning & Ending of Leave: As per the provisions heretofore described, under normal conditions, the maternity leave is expected to begin no later than ten (10) working days prior to the anticipated date of birth. The employee shall return to duty within one (1) year after the birth of the child.

#### **Article 15, Child Care (Other than child illness):**

- A. Non-Compensable Leave: Such a leave, upon written application, may be granted by the Board without pay and/or fringe benefits.
- B. Extent of Leave: The leave shall be for one (1) year and may be extended at the discretion of the Board.
  1. At least ninety (90) days prior to the expiration of the leave the employee shall, in writing, notify the Superintendent's Office of his/her intent to return.
  2. The employee's failure to notify the District shall be considered a resignation and leave the Board free to fill the individual's position on a permanent basis.
- C. Whenever three (3) or more consecutive non-compensable leave days are used, these days will be accrued against leave granted through the Family Medical

Leave Act (FMLA) for those employees who qualify for leave under this federal law.

### **Article 16, Special Conferences:**

- A. Request to Meet: Upon the request of the District or the Staff mutually agreed upon conferences may be called to discuss or review important matters.
- B. Representation & Arrangements:
  - 1. Such conferences may be arranged between the designated representative of the employer.
  - 2. Generally, such meetings shall be limited to two (2) representatives of the Staff and two (2) representatives of the Board.
  - 3. Generally, arrangements shall be made in advance accompanied by a proposed agenda of matters to be discussed.
  - 4. Unless other arrangements have been made prior to the meeting, the conferences shall be limited to the agenda items.
- C. Time Away From Work: When the special conferences have been arranged for in advance and by mutual consent, the Staff shall not be docked time and/or pay for time spent in such.

### **Article 17, Miscellaneous Provisions**

- A. Conference Attendance & Reimbursement: Upon the recommendation of the individual's immediate supervisor and the written approval of the superintendent, an employee may attend conferences, workshops, or institutes connected with her employment when approved by the Superintendent.  
  
Reimbursement for expenses will be in accord with those stated in the prior approval form submitted to the superintendent and via applicable receipts.
- B. Continuing Education: With prior written approval of the superintendent and the recommendation of her supervisor, an employee may be reimbursed for tuition payments for successfully completed courses of study related to her work assignment.
- C. Office: The Board agrees, provided it does not interfere with the regular function of the school program, to allow the Staff to use space to house its supplies and equipment as well as space for small meetings.

- D. Copies of Agreement: Copies of this Agreement shall be printed at the expense of the Board and given to all Staff. New employees are to be given a copy of this agreement as soon as they begin employment.
- E. Automobile Allowance: Employees who use privately owned automobiles in pursuit of their duties shall be reimbursed at the IRS rate per mile providing that such use shall be previously authorized, in writing, by the superintendent or his designee.
- F. Payroll Procedures: In addition to the standard deductions employees may authorize, via appropriate district forms, payroll deductions for:
1. U.S. Bonds
  2. United Foundation
  3. Credit Union
  4. Tax Sheltered Annuities: Annuities shall be restricted to those companies previously authorized by the Board of Education
- G. Bargaining Unit Classifications: The Board agrees to annually furnish the Staff a listing of all bargaining unit members, their classifications, and their salaries.
- H. Jury Duty: Any staff member called for jury duty during school hours shall be paid his/her full wages for the duration of the jury duty served provided all monies earned as a juror are turned over to the New Haven Community Schools.
- I. Inclement Weather: On those days in the year when inclement makes it necessary to close school, Staff shall not be expected to show up for regularly scheduled work.
- J. Personnel Files. Each employee, upon request, may make an appointment to review the contents of his/her own personnel file in the Central Office. A member of the Union may, at the employee's request, accompany the employee in this review.

No material detrimental to the employee may be placed into his/her file without the employee's knowledge. To this end, employees will be provided with a copy of any material which is to become a part of the personnel file and will sign the material prior to its becoming a part of the personnel file. The employee's signature shall not be interpreted to mean agreement or disagreement with the contents of the material, but only knowledge of its existence. Employees will be entitled to have a written response to the material attached and made a part of the permanent file.

Records of disciplinary action and suspension will remain in the individual's personnel file for five (5) years from the date of the action. At the end of the five (5) year period, the report may be removed from the employee's personnel file. In order to be removed, the employee must give a written request for the records to be removed. The records will be removed within five (5) days of receipt of the request.

**Article 18: Wage Scale:**

- A. Work/Wages: The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.
- B. The following salary schedule shall apply to all Central Office positions covered under this contract:

|                                   | 2003-04  | 2004-05  | 2005-06<br>(3% Inc) | 2006-07<br>(3% Inc) |
|-----------------------------------|----------|----------|---------------------|---------------------|
| Business Office Manager           | \$38,564 | \$39,564 | \$40,750            | \$41,973            |
| Superintendent's Secretary        | \$36,899 | \$37,899 | \$39,036            | \$40,207            |
| Ass't Manager/Payroll             | \$35,762 | \$36,762 | \$37,865            | \$39,001            |
| Accounts Payable/Receivable Clerk | \$29,965 | \$30,965 | \$31,894            | \$32,851            |
| Director of Special Ed Secretary  |          | \$0      | \$31,894            | \$32,851            |
|                                   |          |          |                     |                     |

- C. In the event that there is a shortage of Central Office Staff, whether due to prolonged illness, absence, or inability to fill a position with a qualified individual, Central Office Staff will be entitled to additional pay for hours worked to complete the work of the missing staff member. Pay, timing, and scheduling of staff members will be mutually agreed to at the time of the absence of the person.
- D. The Business Office Manager shall receive an annual stipend of Three Thousand Dollars (\$3000) to be included concurrently with each fiscal year's contract beginning with the 2001-2002 school year. This additional stipend is for supervision of the School Service Funds and the various grants in which the district is involved.
- E. The Superintendent's Secretary shall also act as the Recording Secretary of the Board of Education. The Secretary will be paid time-and-one-half for attendance at Board of Education meetings and will maintain a time sheet of hours for all Board of Education meetings that are attended. Her hourly rate will be calculated from her salary above and she will turn in the additional hours for this position on a semiannual basis for the additional hours. Preparation of the

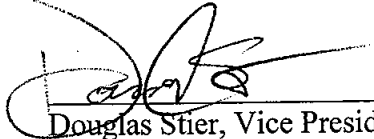


minutes, agendas, and packets for the Board of Education meetings is a part of her regular assignment and not subject to additional compensation.

### Article 19, Duration of Agreement

- A. Effective: This Agreement shall become effective on July 1, 2004 and shall continue in full force and effect until June 30, 2007 and from year to year thereafter.
- B. Termination of Agreement: In the event either party wishes to terminate this Agreement, or modify or amend any article or clause thereof, notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the termination date of this Agreement. The modification or amendment of any specific article or contract shall not affect the remainder of this Agreement.
- C. Continuation: If no notice of termination or modification is given by either party as provided for herein, this Agreement shall automatically continue in full force and effect from year to year.
- D. IN WITNESS WHEREOF, the undersigned have affixed their signatures.

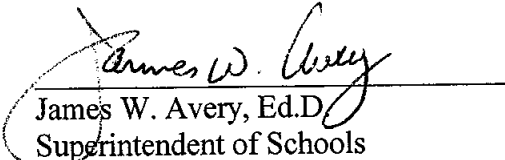
FOR THE  
Board of Education



\_\_\_\_\_  
Douglas Stier, Vice President



\_\_\_\_\_  
Karen Goodhue, Secretary

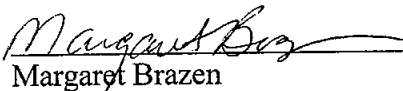


\_\_\_\_\_  
James W. Avery, Ed.D.  
Superintendent of Schools

FOR THE  
Central Office Staff



\_\_\_\_\_  
Edward Kowalski



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Margaret Brazen



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Cathleen McDonald