

AGREEMENT

between

WESTWOOD HEIGHTS SCHOOLS

**Secretaries**

2484 North Jennings Road

Flint, Michigan 48895

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO

500 Hulet Drive

Bloomfield Township, Michigan 48302

JULY 1, 2008 - JUNE 30, 2011

**TABLE OF CONTENTS**

ARTICLE I.....1  
PURPOSE.....1

ARTICLE II.....1  
UNION RECOGNITION, AGENCY SHOP, CHECK-OFF.....1  
    Union Recognition.....1  
    Agency Shop..... 1 & 2  
    Check-Off .....2

ARTICLE III.....2  
NON-DISCRIMINATION.....2

ARTICLE IV.....2  
VISITATION .....2

ARTICLE V.....3  
MANAGEMENT RIGHTS .....3

ARTICLE VI.....3  
STEWARDS .....3

ARTICLE VII.....3  
SAFETY PRACTICES .....3

ARTICLE VIII.....4  
JURISDICTION.....4

ARTICLE IX.....4  
SENIORITY..... 4 & 5

ARTICLE X.....5  
PROMOTIONS AND TRANSFERS .....5  
    Vacancies and Newly Created Positions..... 5 & 6  
    Temporary Vacancies.....6  
    Temporary Transfers.....6

ARTICLE XI.....6  
NEW JOBS ..... 6 & 7

ARTICLE XII.....7  
DISCIPLINE DISCHARGE ..... 7 & 8

ARTICLE XIII .....	8
LEAVES OF ABSENCE .....	8 - 10
ARTICLE XIV .....	10
GRIEVANCE PROCEDURE .....	10
Definitions .....	10 & 11
Step One .....	11
Step Two .....	11
Step Three .....	11
Step Four .....	12
Step Five - Arbitration .....	12 & 13
ARTICLE XV .....	13
HOURS AND WORK WEEK .....	13
Work Week and Day .....	13
Overtime Rates .....	13
Distribution of Overtime .....	13
Call-In Pay .....	14
Reporting Pay .....	14
Rest Periods .....	14
ARTICLE XVI .....	14
SICK LEAVE AND FUNERAL LEAVE .....	14
Sick Leave .....	14
Funeral Leave .....	15
Personal Business Days .....	15
ARTICLE XVII .....	15
HOLIDAYS .....	15 & 16
ARTICLE XVIII .....	16
VACATIONS .....	16 & 17
ARTICLE XIX .....	18
INSURANCE PROTECTION .....	18
Hospitalization Insurance .....	18
Life Insurance .....	18
Equivalent Benefits .....	18
Dental Insurance .....	18
Vision Insurance .....	19
Long Term Disability .....	19
Payment of Premiums .....	19
Additional Benefit in Lieu of Hospitalization Insurance .....	19

ARTICLE XX .....19

    GENERAL .....19

        Tax Sheltered Annuities.....19

        Parking .....19

        Resignation .....20

        Deductions .....20

        Continuing Education .....20

        Physical Examination.....20

        Emergency School Closing.....20

        Mileage .....20

        Emergency.....21

        Legal Protection .....21

        Athletic Passes .....21

        Medication .....21

        Vaccinations.....21

ARTICLE XXI.....21

    BULLETIN BOARDS ..... 21 & 22

ARTICLE XXII.....22

    JURY DUTY .....22

ARTICLE XXIII .....22

    CLASSIFICATION AND COMPENSATION.....22

ARTICLE XXIV .....22

    SCOPE, WAIVER AND ALTERATION OF AGREEMENT ..... 22 & 23

ARTICLE XXV .....23

    TERMINATION AND MODIFICATION ..... 23 & 24

SCHEDULE A.....26

    SALARY SCHEDULE.....26

        Annual Longevity Pay..... 27 & 28

## ARTICLE I

### PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours and working conditions.

## ARTICLE II

### UNION RECOGNITION, AGENCY SHOP, CHECK-OFF

#### **Section 1: Union Recognition**

(a) The Board hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions.

(b) The Board hereby recognizes the Union as the sole and exclusive bargaining representative for all High School Secretaries, Junior High School Secretaries, Elementary School Secretaries, Guidance Secretary, Clerk Typists and Assistant Clericals as listed in Schedule A, excluding all employees assigned to perform services at the Central Administrative Office, all supervisors as defined in the Act, and all other employees of the Board.

#### **Section 2: Agency Shop**

(a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within thirty (30) calendar days of their date of hire by the Board, as a condition of employment, pay to the Union a service charge in an amount equal to the regular monthly dues uniformly required of employees of the Board who are members.

(b) An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition of acquiring or obtaining membership in the Union shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues or fees.

(c) Employees who fail to comply with the conditions of this Article shall be discharged by the Board within thirty (30) working days after receipt of written notice of such default is delivered to the Board by the Union.

(d) If any provision of this Article is deemed invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

(e) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(f) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.

(g) The Union agrees to indemnify the Board against any and all claims, demands, suits or other forms of liability that shall arise out of action taken by or against the Board for the purpose of complying with the provisions of this Article.

**Section 3: Check-Off**

The Board shall deduct the initiation fee and Union dues or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15<sup>th</sup>) day of each month, following that month in which said deductions were made, together with a listing of each employee, the employee's social security number, and the amount that is deducted each month. Provided, however, that the Union shall have submitted to the Board an authorization card signed by the employee from whose pay said deductions are to be made.

**ARTICLE III**

**NON-DISCRIMINATION**

The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

**ARTICLE IV**

**VISITATION**

Upon request by the Union, approval of the Board representative, and presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances provided, that said visitation shall not disrupt orderly operations, nor interfere with employee work time.

## **ARTICLE V**

### **MANAGEMENT RIGHTS**

(a) The Board shall have the right to exercise customary and regular functions of management, including but not limited to, the right to hire, promote, transfer, or to suspend, discharge, or demote employees for just cause, subject, however to the employees' right to bring a grievance if any provision of this Agreement is violated by the exercise of such management function.

(b) All rights, powers and interests which have not been expressly and specifically granted to the Union by the provision of this Agreement are reserved to the Board.

## **ARTICLE VI**

### **STEWARDS**

(a) The employees will be represented by a Chief and an Alternate Steward, who shall have a minimum of one (1) year of seniority with the Board, and who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be made known in writing by the Union to the Board.

(b) Arrangements may be made to allow the Chief and/or Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, upon approval being granted by their immediate supervisor.

(c) The Board shall supply the Chief Steward the following information within a newly hired employee's first (1<sup>st</sup>) thirty (30) calendar days of employment: name, date of hire, address, social security number, classification and job location, unless the newly hired employee requests in writing that the Board not furnish such information to the Union.

## **ARTICLE VII**

### **SAFETY PRACTICES**

The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards in which the employees may encounter at their places of work in accordance with the provisions of the Michigan Occupational Safety and Health Act, State and local regulations. It shall be the responsibility of each employee to report any unsafe conditions to his or her supervisor.

## **ARTICLE VIII**

### **JURISDICTION**

(a) Persons not covered by the terms of this Agreement shall not perform work covered by this Agreement, except for the purposes of instructional training, experimentation, or in cases of emergency.

(b) The Board reserves the right to hire students on a co-op, work study or job training basis which is a part of their regular instructional program. Student labor will not be used to permanently replace or displace bargaining unit employees.

(c) Aides, administrators, teachers and volunteers may perform bargaining unit work, as has been the case historically, but in no event shall such work performed by these non-bargaining unit persons cause any employee in the bargaining unit to have their hours reduced, nor shall such non-bargaining unit work performed cause any employee to be laid off.

## **ARTICLE IX**

### **SENIORITY**

(a) A newly hired employee shall be on a probationary status for ninety (90) calendar days, taken from and including the first (1<sup>st</sup>) day of employment. If at any time prior to the completion of the ninety (90) calendar days probationary period, the employee's work performance is determined to be unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent on scheduled work days, or who serve their probationary period during the non-school period in which the job is not operative, shall work additional days equal to the number of days absent, or equal to the number of days that the job was not operative, and such employees shall not have completed their probationary period until these additional days have been worked.

(b) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire. Seniority shall be determined by the employee's continuous service with the Board, subject to the provisions stated in Paragraphs (c) and (f) of this Article.

(c) In the event that the Board determines that it is necessary to reduce the number of employees through the lay-off procedure, the Board will give the affected employee or employees a minimum of two (2) weeks written notice prior to the date that the scheduled lay-off is to be effective. Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled lay-off shall have the right to exercise his/her seniority and displace the least seniority employee in a lower series classification, provided that the senior employee is qualified to perform the duties of the lesser seniority employee. Laid off secretaries will be called first (1st) for subbing.



(d) An employee will lose their seniority for the following reasons:

1. The employee resigns.
2. The employee is discharged for cause, and such discharge is not reversed through the Grievance Procedure.
3. The employee retires.
4. The employee is absent for three (3) consecutive working days without notifying the Board and/or without good and sufficient reason for notifying the Board.

(e) Seniority shall be retained in the bargaining unit for an employee who transfers to a supervisory or a confidential position outside of the bargaining unit, with that employee having the right to exercise the seniority that they had accumulated while they were a member of the bargaining unit, in the event that such employee vacates their supervisory or confidential position and returns to the bargaining unit.

(f) An updated seniority list shall be posted in each building in which the employees covered by this Agreement have a work station, and a copy sent to the Union, on or about July 1st of each year. Such list shall contain each employee's name, seniority date, job location and classification. Seniority in classification shall be as of date of entry into the classification.

## **ARTICLE X**

### **PROMOTIONS AND TRANSFERS**

#### **Section 1: Vacancies and Newly Created Positions**

(a) The administration shall notify the Union within seven (7) working days of vacancies the Board does not intend to fill. Notice of vacancies and newly created positions shall be posted on employee bulletin boards within seven (7) working days from the date of the vacancy or the establishment of the newly created position. Interested employees may make application for the vacancy or the newly created position within ten (10) calendar days from the date of the posting.

(b) The new or vacant position posting shall contain the following current information:

1. Type of work.
2. Classification.
3. Job location.

4. Hours to be worked.
5. Rate of pay.

(c) The senior employee making application shall be transferred to fill the vacant or newly created position, provided that the employee has the necessary qualifications to perform the duties of the job involved. The qualifications shall be determined by the Board of Education.

(d) The employee who is awarded the position will be given a trial period not to exceed thirty (30) working days within which to qualify for the job. In the event the employee successfully completes the thirty (30) working days probationary period, her seniority will be transferred to that position.

### **Section 2: Temporary Vacancies**

In the event of a temporary vacancy for a specified period of time, the Board shall have the right to hire a temporary employee for the duration of the vacancy, provided that the Board first (1st) offers the position to the existing employees who are working fewer hours within that same building. Upon offering an existing employee, working fewer hours in the same building, the temporarily vacated position, a temporary employee may fill the remaining vacancy. Temporary vacancies are deemed to be temporary as long as the regular employee is off the job, but is due or scheduled to report back to their regular work assignment. In the event that the absent regular employee returns to their former position, the affected employees will revert back to their former position, and the temporary employee will be laid off. In the event that the regular employee does not return to their position, then as of the date that such determination is made that such employee is not returning to their position, that position will then be considered to be vacant, and will be filled as specified under the terms of this Article.

### **Section 3: Temporary Transfers**

Any employee formally temporarily transferred from their classification to another classification within the bargaining unit for more than one (1) week, shall be paid either the rate of the position to which the employee is transferred, or the rate prior to the transfer, whichever is higher.

## **ARTICLE XI**

### **NEW JOBS**

(a) The Board shall notify the Union in writing when a new job is created during the term of this Agreement. In the event that it cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect a new classification and a rate of pay for the job in question, and the Board shall designate the pay rate as temporary. The

Board shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

(b) The rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Board to negotiate the rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date that the employee first (1<sup>st</sup>) began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the rate of pay, the issue may be submitted to arbitration. Each of the parties shall submit their final position as to the rate of pay for the new job to the arbitrator, and the arbitrator in rendering his decision shall render his award based solely on the final position of one (1) of the parties. The final rate of pay, if higher than the temporary rate of pay, shall be applied to the date the employee first (1<sup>st</sup>) began working in the temporary classification, except as otherwise mutually agreed. When a classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the Grievance Procedure, the new classification and rate of pay shall be added to and become a part of Appendix A of this Agreement.

## **ARTICLE XII**

### **DISCIPLINE DISCHARGE**

(a) Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes. All action taken by the Employer under this Article shall be furnished to the effected employees or employee in writing, with a copy to the Chief Steward and a copy sent to the Union. The employee shall have the right to defend themselves against any and all charges. When the Board feels disciplinary action is warranted, such action must be initiated within ten (10) working days of the occurrence of the condition giving rise to the action, or within ten (10) working days of the date that the Board first (1<sup>st</sup>) became fully aware of the condition giving rise to the discipline. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action, are the following: drunkenness, dishonesty, use of controlled substances, insubordination or willful violation of agreed upon Board rules.

(b) The Union, with specific written consent of the employee, shall have the right to review the contents of the personnel file of any employee within the bargaining unit, upon making the request to the Board. An employee, upon making request, shall have the right to review the contents of their own personnel files maintained by the Board. Such review of personnel files must be done in the Board's offices under the supervision of a designated Board employee.

(c) Verbal reprimands shall be removed from employee's file after twenty-four (24) months; written reprimands shall be removed from employee's file after thirty-three (33) months; suspensions shall be removed from employee's file after forty-two (42) months.

## ARTICLE XIII

### LEAVES OF ABSENCE

(a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work and has exhausted all means of compensation from the Board, shall be granted a leave of absence for up to a maximum of twelve (12) months provided the employee notifies the Board of a necessity thereof and provided further, that the employee supplies the Board with a written statement from a medical or osteopathic doctor indicating the necessity and length of time for the continuation of such leave when the same is requested by the Board.

The employee may be referred to the Board's doctor for an examination at the Board's expense. Extensions of such leave may be granted, but only by written mutual consent.

(b) A leave of absence may be granted to employees covered by this Agreement for the purpose of personal need provided the employee furnishes the Board with a written request for such leave by no later than two (2) weeks prior to the date that the employee desires to take such leave. Such leave shall be limited to a maximum of ninety (90) calendar days; however, upon a written request, an extension may be granted by a mutual agreement.

(c) Leaves of absence shall be granted for physical or mental illness, prolonged serious illness in the employee's immediate family which includes husband, wife, children, or the parents of the employee for up to a maximum of thirty (30) calendar days.

(d) Leaves of absence shall be granted for a specified period of up to twelve (12) weeks for training related to the employee's regular duties in an approved educational institution.

(e) Whenever an employee shall become pregnant, she shall, by the end of her fourth (4<sup>th</sup>) month, furnish the Board with a written statement from her physician stating the approximate date of delivery and any restrictions on the type of work that she may be able to do and the length of time she may continue to work. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence.

Upon her return to work, she will be requested to furnish a signed medical statement to the Board from her physician indicating that she is physically able to return to work. The Board of Education has the prerogative of requiring the employee to be examined by the Board's physician, as to her ability to do the work, at the Board's expense. Under normal circumstances, the employee will be expected to return to work no later than six (6) weeks after delivery.

(f) In a case of adoption of a child, the employee shall be granted a ninety (90) calendar day leave of absence beginning the day the court order is entered relieving the natural parents of their rights to the child.

(g) The reinstatement right of any employee who enters the military service of the United States by reason of an Act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

(h) Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for the purpose of handling civil disorders or other emergencies, provided such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.

(i) Any employee in the bargaining unit, who is either elected or appointed to full-time office or position in the Union whose duties require his/her absence from work, shall be granted a leave of absence for one (1) year if it is in the appointed position, and one (1) term if it is in the elected position.

(j) All reasons for leaves of absence shall be in writing stating the reason for the request and the length of the leave requested, including the date of leaving and the date of the return, with a copy of the request to be maintained by the Board and a copy to be sent to the Union.

(k) An employee who meets all the requirements as herein specified and is granted a leave of absence shall not receive pay or fringe benefits and shall accumulate seniority during the leave of absence, and the employee shall be entitled to resume his/her regular seniority status and job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above where they are deemed beneficial to the employee and the Board.

NOTE: A temporary employee may be hired to replace any employee granted any of the leaves mentioned above. Such temporary employee shall not be subject to any of the terms of this Contract.

(l) Family and Medical Leave Act of 1993

Employees will be allowed to take up to twelve (12) weeks leave under provisions of the Family and Medical Leave Act of 1993. The employee may choose to take the total time as unpaid leave, or the employee may use sick or personal days for this leave. However, the leave will be unpaid once sick or personal days have been exhausted. The employee's health, dental, vision and life insurances will remain intact during the leave. Upon return from the leave, the employee is entitled to the same position she/he held before the leave.

Leaves under the Family and Medical Leave Act include:

1. The birth of a son or daughter and/or in order to care for the child (the right to this expires twelve (12) months after the birth);
2. The employee's adoption of a son or daughter, or the placement of a foster child in the employee's home (the right to this expires twelve (12) months after the placement);
3. To care for a spouse, son, daughter or parent of employee, if the relative has a serious health condition;
4. The serious health condition of the employee.

The Board will develop a form to apply for leave and may require documentation to substantiate the application.

Nothing in this Section prohibits an employee from taking other leaves of absence as provided in other Sections of this contract.

#### **ARTICLE XIV**

#### **GRIEVANCE PROCEDURE**

**Definitions:**

(a) A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the specific express terms of this Agreement.

(b) If an employee seeks redress in any other form other than the Grievance Procedure incorporated into this Agreement, said employee forfeits the right to file a grievance or continuance of a grievance already in the procedure.

(c) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.

(d) The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.

(e) Any employee or Union grievance which is not presented for disposition through the Grievance Procedure in writing within five (5) working days of the date that it is reasonable to assume that the employee or the Union, as the case may be, first (1<sup>st</sup>) became aware of the conditions

giving rise to the grievance, the grievance shall not hereafter be considered a grievance under this Agreement.

(f) Any grievance which is not appealed within the specified time limits set forth in that Step level of the Grievance Procedure, shall be considered to be settled on the basis of the decision rendered at the previous Step level of the Grievance Procedure. In the event that an answer to a grievance is not given within the specified time limits of that Step level of the Grievance Procedure, the appealing party may appeal the grievance to the next Step of the Grievance Procedure.

**Procedure:**

**Step One**

(a) Any employee having a grievance shall discuss the grievance with their immediate supervisor, and then if the grievance is not settled orally with the immediate supervisor, the employee may request a meeting with the Chief Steward to discuss the grievance.

(b) The Chief Steward then may submit the grievance in writing to the immediate supervisor, stating the remedy or correction requested, plus the facts upon which the grievance is based, the alleged Contract violation, and the relief requested. The employee and the Chief Steward shall sign the grievance.

**Step Two**

(a) The Chief Steward shall meet with the immediate supervisor within five (5) working days of its written submission to the immediate supervisor.

(b) The immediate supervisor shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the Chief Steward.

**Step Three**

(a) Any appeal of a decision rendered by the immediate supervisor shall be presented in writing within five (5) working days from Step Two (b) above, to the Superintendent of Schools, stating the reason or reasons why the decision of the immediate supervisor was not satisfactory.

(b) The Business Representative of the Union shall meet with the Superintendent of Schools, the Chief Steward and the grievant to discuss the grievance within five (5) working days of its written submission to the Superintendent of Schools.

(c) The Superintendent of Schools shall give a decision in writing, relative to the grievance, within five (5) working days of the meeting with the Business Representative of the Union.

#### **Step Four**

(a) Any appeal of a decision rendered by the Superintendent of Schools shall be presented in writing to the Board of Education within five (5) working days of the date of the receipt of the decision rendered by the Superintendent of Schools, and a committee designated by the Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to them.

(b) A committee designated by the Board of Education shall give their decision in writing relative to the grievance within ten (10) working days of the date of their meeting with the Business Representative of the Union.

#### **Step Five: Arbitration**

(a) In the event that the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance may be submitted to arbitration. Written notice of the intent to process the grievance to arbitration shall be served on the Superintendent of Schools within the specified time limits as required within the procedure to process the grievance to arbitration.

(b) The appealing party shall notify the Michigan Employment Relations Commission to submit a list of arbitrators to both parties. The rules of the American Arbitration Association shall govern the proceedings.

(c) The arbitrator, the Union or the Board may call any person as a witness in any arbitration hearing.

(d) The fees, expenses and filing fees of the arbitrator shall be shared equally between the parties.

(e) The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of the parties hereto.

(f) Each party shall be responsible for the expenses of the witnesses that they may call.

(g) Neither party shall be permitted to present in the arbitration hearing any evidence, either written or oral, that had not been disclosed to the other party in any of the previous Step levels of the Grievance Procedure.

(h) The arbitrator shall render his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.



(i) The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Board and the Union.

## ARTICLE XV

### HOURS AND WORK WEEK

#### **Section 1: Work Week and Day**

(a) The regularly scheduled work week shall begin at 12:01 a.m. Monday and end one hundred twenty (120) hours thereafter.

(b) The regular work day shall be eight (8) consecutive hours, plus a one-half (1/2) hour unpaid, duty free lunch period.

(c) The reference herein of either an eight (8) hour work day, or a forty (40) hour work week, is not intended to provide for a guarantee of either eight (8) hours per day, or forty (40) hours per week.

#### **Section 2: Overtime Rates will be Paid As Follows:**

(a) Time and one half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.

(b) Time and one-half (1-1/2) will be paid for all hours worked on Saturday (unless by mutual agreement otherwise).

(c) Double time (2X) will be paid for all hours worked on Sunday (unless by mutual agreement otherwise).

(d) No employee will be required to take time off from their normal work schedule during the week in place of receiving any overtime compensation for any overtime hours worked.

(e) All time paid for under this Agreement shall be counted as time worked for the purpose of computing overtime pay.

#### **Section 3: Distribution of Overtime**

Overtime shall be divided and rotated as equally as possible according to seniority within the classification within the building and among those employees who regularly perform such work.

**Section 4: Call-In Pay**

Whenever an employee is called back to work after the completion of, or prior to the start of the employee's regularly scheduled working hours, the employee shall receive pay for the actual time worked at the appropriate rate of pay, or a minimum of two (2) hours pay at the employee's straight time hourly rate, whichever is greater.

**Section 5: Reporting Pay**

Any employee called to work or permitted to come to work without being notified by the Board that there will be no work, shall receive two (2) hours pay at the appropriate rate of pay, or in the event that the employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive their regular daily rate of pay.

**Section 6: Rest Periods**

(a) All employees covered by this Agreement shall receive one (1) fifteen (15) minute paid rest period during the first (1<sup>st</sup>) half (1/2) of the work day and one (1) fifteen (15) minute paid rest period during the second (2<sup>nd</sup>) half (1/2) of the work day each day. Each employee covered by this Agreement shall be allowed to use staff lounges at designated times as agreed to with the immediate supervisor.

**ARTICLE XVI**

**SICK LEAVE AND FUNERAL LEAVE**

**Section 1: Sick Leave**

(a) Each employee covered by this Agreement will be entitled to sick/personal leave days accumulated in a single sick leave bank according to the below specified schedule with a unlimited accumulation:

Ten (10) month employees - <sup>Twelve</sup>~~Ten~~ (12) days per year

Twelve (12) month employees - <sup>Fourteen</sup>~~Twelve~~ (14) days per year

(b) New employees will qualify for sick days after ninety (90) calendar days, and this will consist of one (1) sick day per each full calendar month worked during the remainder of the school's fiscal year.

(c) Extended sick leave may require a doctor's verification.

(d) Sick leave days accumulated will be paid at the rate of seventeen dollars fifty cents (\$17.50) per day upon retirement.

**Section 2: Funeral Leave**

(a) A maximum of four (4) days per event, not chargeable against accrued sick time, may be taken for a death in the immediate family to include a legal dependent of the employee and/or a spouse, child, parent, parent-in-law, sibling, grandparent, in-laws, step-family or grandchild.

(b) One (1) day chargeable against accrued sick leave may be taken to attend the funeral of a close friend or relative.

(c) Up to two (2) additional work days, charged against accrued sick leave, may be granted upon approval by the Building Administrator.

**Section 3: Personal Business Days**

To schedule sick/personal leave days to attend to personal business, the employee must apply for use of such days at least three (3) days in advance of the date requested. Such days are subject to the approval of the Board's representative. The purpose of this leave is to transact business which cannot normally be handled outside working hours. All requests for personal leave days must be made in writing and on a form provided by the Board. In cases of emergency, this provision can be waived by the Board's designated representative. The days immediately preceding or following a legal holiday or school recess period, or the first (1<sup>st</sup>) or last day of school cannot be granted as personal days.

**ARTICLE XVII**

**HOLIDAYS**

(a) The Board will pay the normal day's pay for the following holidays, according to the below specified schedule, for those seniority employees covered by this Agreement, even though no work is performed by the employee:

**New Year's Eve Day**  
**New Year's Day**  
**Martin Luther King, Jr.'s Birthday**  
**Good Friday**  
**Monday following Easter**  
**July Fourth - twelve (12) month employees**  
**Memorial Day**  
**Friday before Labor Day**  
**Labor Day**  
**Thanksgiving Day**  
**Day after Thanksgiving Day**  
**Christmas Eve Day**  
**Christmas Day**  
**Mid-Winter Break Day (to coincide with teachers)**

(b) Employees required to work on any of the above named holidays shall receive double time (2X) for hours worked, in addition to their regular holiday pay. Any employee not on vacation must work the day before the holiday and the day after in order to be paid for the holiday; or be on an excused absence, with previous arrangements having been made with the employee's immediate supervisor.

(c) If a paid holiday falls on a weekend, and the holiday is celebrated the previous Friday or the following Monday, secretaries will have the Friday or Monday off with pay, providing school for students is not held.

(d) In the event that an employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday, or the employee shall be paid an additional day's pay for the holiday. In the event that the employee is on sick leave on any of the above named holidays, the employee shall not have that day charged against their allowable sick leave.

(e) Any employee covered by this Agreement may elect not to attend work and without pay, on any of the so-called "break days" when school is closed. This does not include regular student vacation periods such as those at Christmas, Easter, and Thanksgiving. Employees intending to be absent on such break days must consult with their supervisor at least three (3) days in advance of the absence.

## ARTICLE XVIII

### VACATIONS

(a) Each employee covered by this Agreement shall receive an annual paid vacation with such vacation to be granted based on the following schedule:

#### **Twelve (12) Month Employees**

One (1) year of service - One (1) week vacation with pay

Two (2) years of service - Two (2) weeks vacation with pay

Five (5) years of service - Three (3) weeks vacation with pay

Eight (8) years of service - Four (4) weeks vacation with pay

(b) Days of vacation for twelve (12) month employees shall be pro-rated at the rate of one (1) day per each two (2) complete calendar months worked, not to exceed five (5) days the first (1<sup>st</sup>)

year of employment, or ten (10) days the second (2<sup>nd</sup>) year of employment. After two (2) full years of employment, the employee shall receive two (2) full weeks of paid vacation.

(c) Vacations must be taken between June 15<sup>th</sup> and August 15<sup>th</sup> unless other arrangements are made with the Superintendent of Schools.

**Ten (10) Month Employees**

Two (2) years of service	One (1) week vacation with pay
Five (5) years of service	Seven (7) days vacation with pay
Seven (7) years of service	Eight (8) days vacation with pay
Nine (9) years of service	Nine (9) days vacation with pay
Ten (10) years of service	Twelve (12) days vacation with pay
Thirteen (13) years of service	Thirteen (13) days vacation with pay
Fourteen (14) years of service	Fourteen (14) days vacation with pay
Fifteen (15) years of service	Fifteen (15) days vacation with pay

(d) For ten (10) month employees, vacation pay shall be paid in a separate check at the close of the school year.

(e) Employees who work less than full-time shall have their vacation pay pro-rated according to the number of hours worked.

(f) If a holiday falls during a vacation period for twelve (12) month employees, an extra day of vacation with pay shall be granted.

(g) Employees terminating employment, or who are placed on a leave of absence shall receive pro-rata vacation allowance based upon one-twelfth (1/12) of their vacation pay for each month or major fraction thereof between July 1st and the employee's termination date, or the date the employee is placed on the leave of absence, whichever is applicable.

## ARTICLE XIX

### INSURANCE PROTECTION

The Board agrees to furnish all employees covered by this Agreement, with the following insurance protection:

#### **Section 1: Hospitalization Insurance**

The District will furnish a Health Plus Plan (7B wrap to MC2) with no deductible "in-network", \$5/\$10 RX with \$2 MOPD and \$5 office visit, \$10 urgent care. Prescription drug coverage will be fully paid by the plan with no co-pays. The District will pay the premium costs for this program. Timely notice will be given for the enrollment period and the effective date. Until this program is put into effect, the current MEBS program will remain in place.

The Board of Education shall pay the full cost of the above referenced plan for the employee and their dependents.

#### **Section 2: Life Insurance**

The Board of Education will provide thirty thousand dollars (\$30,000.00) Life Insurance Accidental Death and Dismemberment.

#### **Section 3: Equivalent Benefits**

An employee not taking hospitalization insurance will receive a maximum of:

Twenty-seven dollars (\$27.00) in the 1988-1989 school year per month to be used for any life insurance and wage continuation program which is available through the Board. The Board shall pay the full premium or short term insurance when the employee reaches the age of sixty-five (65).

#### **Section 4: Dental Insurance**

The Board of Education shall provide for all employees and their dependents a Delta Dental Care Plan that will cover not less than eighty percent (80%) of Class I Benefits; eighty percent (80%) of Class II Benefits; and eighty percent (80%) of Class III Benefits up to a maximum of one thousand dollars (\$1,000.00) per person per year in Classes I and II, and eight hundred dollars (\$800.00) per person per lifetime in Class III. This coverage excludes internal and external coordination of benefits. This provision is not applicable when employee and dependents have dental coverage through another Employer. The District may self-insure this program at no less than the expressed benefit levels.

**Section 5: Vision Insurance**

The Board of Education shall provide to all employees covered by the Agreement free family M.E.S.S.A. Vision Plan A or equivalent. The District may self-insure this program at no less than current benefit levels.

**Section 6: Long Term Disability**

The Board of Education will provide to all employees covered by this Agreement long term disability insurance coverage of sixty-six and two-thirds percent (66-2/3%) of weekly pay.

**Section 7: Payment of Premiums**

The Board shall pay the herein described insurance premiums for the full twelve (12) months of each year, and shall maintain the payment of such premiums for an employee on medical leave of absence.

**Section 8: Additional Benefit in Lieu of Hospitalization Insurance**

Employees who choose not to select hospitalization coverage shall receive two hundred dollars (\$200.00) per month that may be put into one of the District's Annuity Plans. Payment of these funds will be on a monthly basis.

Employees must select during the hospitalization enrollment period to receive or waive hospitalization coverage. This selection remains in effect until the next enrollment period unless circumstances change and they become eligible for coverage under the guidelines of the Employer's insurance carrier.

**ARTICLE XX**

**GENERAL**

**Section 1: Tax Sheltered Annuities**

The Board agrees to deduct the premiums for Board approved tax sheltered annuities solely paid for by the employee and to remit such premiums to the designated insurance company.

**Section 2: Parking**

Adequate parking facilities will be provided for the employees covered by this Agreement, with such facilities to be within the reasonable proximity of their building.

**Section 3: Resignation**

(a) Any employee desiring to resign shall file a letter of resignation with the Superintendent of Schools at least ten (10) working days prior to the effective date of such resignation.

(b) Any employee who resigns from the employee's position in the manner herein described shall maintain the employee's rights to any benefits which are due upon separation.

**Section 4: Deductions**

The Board agrees to make available to the employees covered by this Agreement any payroll deduction services which are available through the school district, such as Savings Bonds, Credit Union, etc.

**Section 5: Continuing Education**

The Board agrees to pay partial payment of the tuition fee for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other related professional growth activity of a nature specifically designed to provide on-the-job related improvement, unless the employee agreed to take part in the aforementioned activities as a condition of employment for a new position in order to acquire the skills necessary for that new position.

**Section 6: Physical Examination**

The Board agrees to pay the full cost of any physical examinations by the Board's selected physician that are required by the Board for any employees who are covered by this Agreement.

**Section 7: Emergency School Closing**

(a) In the event that school is closed on a school session day due to severe weather or other emergencies, the employees covered by this Agreement shall not be expected to report to work for the first (1st) working day, and the employees shall be paid their normal day's pay, even though no work is performed by the employee.

(b) The succeeding consecutive days of inclement weather shall be regular scheduled work days. The employee may use a personal leave or sick day on succeeding days of inclement weather.

**Section 8: Mileage**

Employees who use their own personal transportation for carrying out their job responsibilities for the Board shall be reimbursed for their mileage at the rate and procedure established by the Board of Education.



**Section 9: Emergency**

In the event of an emergency occurring during the absence of the immediate supervisor, the employee shall be informed as to the name of the person the employee is to contact in that instance.

**Section 10: Legal Protection**

If any legal action is brought against an employee covered by this Agreement by reason of any action related to the employee's employment, and as a result of properly performing the employee's job duties, the Board will provide such legal counsel and all necessary assistance without cost to the employee, in the employee's defense, to the limits as set forth under school district insurance policies.

**Section 11: Athletic Passes**

At the start of each school year, at the option of the Board, each of the employees covered by this Agreement shall be given an athletic pass for all home games, with such passes to be given to employees, with no cost to such employees.

**Section 12: Medication**

The employees covered by this Agreement will not be responsible for administering medication, except as provided by law.

**Section 13: Vaccinations**

Employees shall be offered Hepatitis "B" shots as part of the benefit package.

**ARTICLE XXI**

**BULLETIN BOARDS**

(a) Bulletin board space shall be made available by the Board at each building of the Board in which there are employees covered under this Agreement, who are employed within those buildings, with the bulletin board space or display area to be used by the Union, and with such bulletin board space or display area to be used for the following notices:

1. Recreation and social affairs of the Union.
2. Union meetings.
3. Union elections.
4. Reports of the Union.

5. Rulings or policies of the Local or International Union.

(b) Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Board, any of its employees, or any other labor organization among its employees, and no materials, notices or announcements which violate the provisions of this Section shall be posted. The posting of all such notices shall be done by either the Union Officers, Representatives, or the Chief or Alternate Steward and so signed. A copy of all such postings shall be sent to the Superintendent of Schools for information purposes only.

**ARTICLE XXII**

**JURY DUTY**

Leaves of absence with pay not chargeable against the sick leave allowance shall be granted for the following reasons:

1. Absence when an employee is called for jury service.

The Board shall pay an amount equal to the difference between the employee's salary and the daily jury duty fee paid by the Court, up to a limit of sixty (60) days per year. The sixty (60) day limit shall not apply in the event the same trial extends beyond sixty (60) days.

2. Court appearances as witnesses when required by the Board of Education.

**ARTICLE XXIII**

**CLASSIFICATION AND COMPENSATION**

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A attached hereto and made a part hereof by reference.

**ARTICLE XXIV**

**SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

**Section 1**

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or covenants contained herein shall be made by any employee or group of employees with the Board, unless executed in writing between the parties hereto and the same has been ratified by the Union and the Board.

## **Section 2**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

## **Section 3**

If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## **Section 4**

This Agreement shall supersede any rules, regulations or past practices of the Board which shall be contrary to, or inconsistent with the terms, and these past practices shall not be recognized, unless committed to writing and incorporated into this Agreement.

# **ARTICLE XXV**

## **TERMINATION AND MODIFICATION**

(a) This Agreement shall continue in full force and effect until **June 30, 2011**. There will be a wage opener **June 30, 2010**.

(b) If either party desires to terminate this Agreement it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current anniversary date of termination.

(c) If either party desires to modify or change this Agreement it shall, ninety (90) days prior to the termination date or any subsequent anniversary date of termination, give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan 48302, and if to

the Employer, addressed to Westwood Heights Schools, 3484 North Jennings Road, Flint, Michigan 48504, or to any other such address the Union or the Employer may make available to each other.

(e) The effective date of this Agreement is **July 1, 2008**.

**IN WITNESS WHEREOF:** the parties hereto have caused this instrument to be executed.

**WESTWOOD HEIGHTS  
SCHOOL DISTRICT**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 324, AFL-CIO**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
General Vice President and  
Business Manager

\_\_\_\_\_  
Chairperson  
Board Negotiating Committee

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Recording-Corresponding Secretary

BL/kjp  
opeiu42afl-cio  
Westwood Heights Schools  
Secretaries

**SCHEDULE A**

**SALARY SCHEDULE**

**EFFECTIVE JULY 1, 2008**

	<u>0 Years</u>	<u>1 Year</u>	<u>2 Years</u>	<u>5 Years</u>
Assistant Clerical	\$9.40			
Secretary/Clerk Typist/ Assistant Principal	\$13.61	\$13.94	\$14.32	\$14.60
Building Secretary Elementary	\$13.86	\$14.13	\$14.55	\$14.85
Secretary, Guidance Middle School/ High School	\$13.86	\$14.13	\$14.55	\$14.85
Assistant Building Secretary, Middle School/ High School/ Special Education	\$14.33	\$14.61	\$14.95	\$15.33
Building Secretary, Elementary/ Child Accounting	\$14.40	\$14.72	\$15.00	\$15.36
Building Secretary, Middle School/ High School	\$14.52	\$14.86	\$15.16	\$15.49

Any clerical work needed during the summer shall be offered to a ten (10) month employee. Effective July 1, 1998, the Board agrees to make the Secretary at Westwood Elementary a twelve (12) month employee. It is also understood that this Secretary will provide help when needed during the summer at other buildings.

**Part-Time Employee**

A regular part-time employee is one who is employed a specified number of hours each week for a minimum of the days of the student school calendar year, but less than thirty (30) hours per week.

(a) **Substituting**

Any bargaining unit staff person who is interested in substituting for a higher level position within the district may do so providing they are qualified and have submitted a letter of request to the Superintendent's office by September 1<sup>st</sup> of each year.

Any bargaining unit member who temporarily assumes the position of another bargaining unit member will be paid at the lowest regular rate for that position. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties. Upon termination of the temporary assignment, the bargaining unit member will return to their previous position and rate of pay.

Any bargaining unit member who temporarily assumes the position of another bargaining unit member will not accrue time for the purpose of earning vacation days or fringe benefits (medical, dental, vision, life insurance and LTD).

(b) **Vacation Days**

Any bargaining unit member whose position is part-time, or works less than thirty (30) hours per week and less than forty-four (44) weeks, will not be eligible to earn vacation days under this Agreement.

(c) **Fringe Benefits**

Employees hired do not become eligible for fringe benefits under this Agreement until she/he is employed for thirty (30) or more hours per week and/or more than forty-four (44) weeks at which time she/he becomes eligible for full fringe benefit coverage. This would include medical insurance, dental insurance, vision insurance, long term disability and Board paid monthly allotment for those not carrying health insurance.

(d) **Others**

Sick leave days, funeral leave days, personal business days, and holidays all will be pro-rated.

(e) **Assignment**

The assistant clerical position assignment will be at the discretion of the Superintendent's office on a year-by-year basis as needs arise for the services of this position throughout the district.

**Annual Longevity Pay**

An annual longevity pay shall be paid to all bargaining unit members the first (1st) pay period of each December with the following seniority:

Twenty-five (25) Years or More	\$425.00
Twenty (20) to Twenty-Four (24) Years	\$325.00
Fifteen (15) to Nineteen (19) Years	\$275.00
Ten (10) to Fourteen (14) Years	\$225.00
*Five (5) to Nine (9) Years	\$175.00

\* Employees hired on or after July 1, 1994, shall not be eligible for the five (5) to nine (9) year step **ONLY**.