

AGREEMENT

between

MASON PUBLIC SCHOOLS
BOARD OF EDUCATION

400 S. Cedar Street
Mason, Michigan 48854-1437

SECRETARY/OFFICE ASSISTANT UNIT

and

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

August 1, 2011 – July 31, 2013

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AGREEMENT

This Agreement is entered into this 1st day of August 2011, by and between the Mason Public Schools Board of Education (hereinafter called the “Employer”) and the International Union of Operating Engineers, Local 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO (hereinafter called the “Union”).

Purpose

This Agreement has been negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, to establish the wages, hours, and terms and conditions of employment for the members of the bargaining unit herein defined.

It is the general purpose of this Agreement to harmoniously promote the mutual interests of the Employer and its employees and to provide for the secretarial/office assistant services determined by the Employer. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 1 - RECOGNITION

A. Unit Description

The Employer recognizes the Union as the sole and exclusive bargaining representative for the following employees:

all full-time and regularly scheduled secretaries, office assistants, and other clerical personnel.

excluding all Central Office secretaries, bookkeepers, payroll benefits manager, math scorer, hall monitors, lunch room and recess monitor/aides, educational assistants, information systems analysts, technology and information services employees, substitutes, supervisors, and all other employees.

B. Definitions

The term “employee” when used herein shall refer to all employees represented by the Union in the bargaining unit defined above. References to one gender shall include the other.

ARTICLE 2 - EMPLOYER RIGHTS

A. Rights Reserved

It is agreed that the Employer hereby retains and reserves unto itself, without limitation and without prior negotiations with the Union, all the powers, rights, and authority granted by law or which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer. These rights include, by way of illustration and not by way of limitation, the right to:

1. Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.
2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all personnel.
3. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and lay off employees, and to reduce or increase the number of hours worked and to determine work hours and days.
4. Determine job descriptions.
5. Determine fitness for continued employment and require physical or mental examinations of employees, including drug and alcohol testing, by Employer-selected licensed physicians and technicians for reasonable cause.
6. Determine the services, supplies, and equipment necessary to continue its operations and to determine all processes, methods, and means of providing its

services and determine schedules and standards of operation, and the institution of new or improved methods.

7. Establish, modify, or change any work, business, shift, or school hours or days.
8. Determine the number and location or relocation of its facilities and work stations.
9. Adopt rules and regulations.
10. Determine the financial policies, including all accounting procedures.
11. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.
12. Establish, modify, or change any condition except those covered by the specific provisions of this Agreement.

B. Limitation on Employer Rights

Management shall have all other rights and prerogatives including those exercised unilaterally in the past, subject only to express restrictions on such rights, if any, as are provided in this Agreement. The exercise of the above powers, rights, and authority by the Employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

ARTICLE 3 - UNION RIGHTS

A. Stewards

The employees shall be represented by a Chief Steward and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union. The Union will notify the Assistant Superintendent for Human Resources as to the identity of the Chief Steward and Alternate.

B. Union Business

Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at reasonable hours, provided that such activities do not occur anytime within the work hours of the employees involved, including during breaks. Any non-employee Union representative must check in with the appropriate building principal or supervisor upon arrival. Grievances shall normally be processed outside work hours. However, this section shall not preclude meetings with Employer representatives at mutually agreed upon times.

C. Information

The Employer agrees to furnish, at cost to the Union in response to reasonable requests in writing, a copy of public information.

D. Use of Buildings and Equipment

1. The Union may use school buildings consistent with Board policy at reasonable hours for meetings, provided a written request stating the reason is submitted by the Union Steward or designee, and advance approval is received from the Assistant Superintendent for Human Resources.
2. Upon request of the Union Steward or designee demonstrating need, and with prior approval of the Executive Director of Human Resources or his designee, the Union may use certain Employer designated office equipment at reasonable times when not otherwise in use. The Union will comply with Board prescribed rules pertaining to the use of all school equipment. The Union shall pay for the reasonable cost of equipment use, including the cost of all materials and supplies.
3. The Union may use one Employer designated bulletin board in each school building for Union business affecting unit employees. The Employer reserves the right to regulate any material on the bulletin board.

ARTICLE 4 – SENIORITY

A. Probationary Period

A newly hired employee shall be on a probationary status for ninety (90) days of actual work. If at any time prior to completion of the ninety (90) days of work the employee's work performance is unsatisfactory, she may be dismissed by the Employer. If a probationary employee is absent during the first ninety (90) days of work, the employee shall work additional days equal to the number of days absent and the employee will not have completed her probationary period until these additional days have been worked. After satisfactory completion of the probationary period, seniority shall be retroactive to the first day worked.

B. Seniority

Seniority shall be defined as the length of continuous employment in the classification. Days worked in a non-bargaining unit position or as a substitute shall not count for seniority purposes. Unpaid leaves of over twenty (20) work days or time on layoff will not count for purposes of accruing seniority but will not constitute an interruption in continuous employment.

The Employer shall prepare and maintain a seniority list, a copy of which will be provided to each employee by September 1 of each year. Should an employee disagree with the seniority list, she will have twenty (20) work days to object to the seniority list.

Should two (2) or more employees have the same first day of work or otherwise be tied on the seniority list, the tie will be broken by Employer determination.

ARTICLE 5 - AGENCY SHOP

A. Membership in the Union is not compulsory. Employees have the right to join or not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

- B.** Membership in the Union is separate and distinct from the assumption by an employee of his obligation to compensate the Union for the benefits he receives from representation. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Union. The terms of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it is fair that each employee in the bargaining unit assume his fair share for the cost of representation.
- C.** The Employer agrees that as a condition of continued employment all present and future employees within the bargaining unit shall either become and remain members in good standing in the Union or shall pay to the Union a legally permissible representation fee established by the Union which shall not exceed the regular monthly Union membership dues uniformly required of employees of the Employer who are members but shall not include any special increases or other requirements of the Union for special support from its members.
1. Present employees not members of the Union on the effective date of this Agreement shall, on or before the ninety-first (91st) day following the effective date of this Agreement or the signing date of this Agreement, whichever is later, become a member in good standing or tender such fees as is set forth in Section (c) above. New employees hired after the effective date of this Agreement shall, on the ninety-first (91st) day of employment, become a member of the Union or tender an amount equal to such fees as set forth in Section (c) above.
 2. The Union shall accept such initiation fees and periodic dues and, if requested, shall accept into the membership each employee who becomes eligible to become a member of the collective bargaining unit who tenders to the Union the initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

3. The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name and date of hiring of the new employee.
4. In the event an employee does not pay dues or a representation fee, at the request of the Union the representation fee shall be deducted from the employee's wages pursuant to MCLA 408.477.

D. Check Off

1. The Union shall submit to the Employer a statement of the amounts due to the Union by each employee for the Union dues or representation fee. The Employer shall then deduct the amount due from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that in which deductions were made together with a listing of each employee for whom said deductions were made. Provided, however, that the Union shall have submitted to the Employer an authorization card signed by the employee from whose pay deductions will be made. The employee may also authorize deductions each payday per year which will be specified for political check off. Employees requesting this deduction shall submit written authorization. Any authorization or revocation form shall be consistent with legal requirements.
2. The Employer will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Union agrees to properly refund such monies as soon as practical.
3. The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Employer pursuant to this Section and agrees to indemnify and save the Employer harmless from any liability by virtue of such collections and payments to the Union.

4. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon claims made by the Union for dues and representation fee deductions.

ARTICLE 6 – DISCIPLINE

A. Discipline and Discharge

Employees are expected to perform all responsibilities in an appropriate and satisfactory manner. Failure to do so may result in discipline or discharge. Dismissal, suspension, and/or any other disciplinary action shall be for just and stated causes with the employee having the right to defend herself against any and all charges. Employees may be disciplined and discharged for the following, by way of illustration and not limitation: acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, and inefficiency.

B. Probationary Employees

Probationary employees are employed at will and are subject to discipline and discharge with or without cause at the will of the Employer at any time.

C. Response to Discipline

Any employee who wishes to respond to a written disciplinary action must do so in writing to the supervisor who issued the discipline within five (5) work days. Such response shall be attached to the file copy of the disciplinary material in question and does not preclude the filing of a grievance.

D. Representative

Any employee may have present a representative of the Union during any meeting where the employee reasonably believes will result in disciplinary action by the Employer. This section shall not apply to evaluation conferences. If representation is desired, no action will be taken until a Union representative is present unless immediate action is necessary.

ARTICLE 7 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Personnel Record

An employee will have the right to review the contents of her personnel record according to law and to have a representative of the Union accompany her in such review.

B. Assault

Any case of assault or threat upon an employee shall be promptly reported to the Employer.

C. Student Management/Control

Employees shall assist with the maintenance and control of students. However, all employees shall observe rules respecting punishment of students as established by the Board or required by state law. Employees may only use such physical force with a student as is necessary to protect themselves or others from attack or physical injury, or to prevent damage to district property in accordance with the law.

D. Attire

All employees are expected to dress in a manner that is appropriate and not detrimental for an educational environment.

E. Student Information

Any employee required to provide services to a student will have access to information about the student which the employee has a need to know as determined by the Employer. Each employee must maintain the confidentiality of information about students pursuant to the Family Educational Rights and Privacy Act, and other laws and regulations.

F. Medication

Employees may be required to dispense or administer medication to students consistent with law and Board policy.

ARTICLE 8 - SAFETY PRACTICE

A. Unsafe Conditions

Employees shall be required to perform all work responsibilities as directed but shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Any alleged unsafe conditions or tasks shall be immediately reported to the employee's immediate supervisor and to the Assistant Superintendent for Human Resources. The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards, which are not recognized as a part of the employee's normal job.

B. Equipment

Employees will be given proper safety equipment and instruction in regard to the operation of equipment and handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment as determined by the Employer to perform their assigned tasks.

ARTICLE 9 - GRIEVANCE PROCEDURE

A. Definition

A grievance shall be an alleged violation of the express terms of this Agreement.

B. Level One

An employee alleging a grievance must orally discuss the grievance with her building principal or immediate supervisor and attempt to resolve the matter within five (5) calendar days of the occurrence of the condition giving rise to the grievance.

C. Level Two

If satisfactory resolution of the grievance is not obtained, the employee must submit a written grievance to her building principal or immediate supervisor within seven (7) calendar days of the occurrence of the condition giving rise to the grievance or within seven (7) calendar days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance. The Grievance Report Form

(Appendix B) shall be used. Should an employee fail to institute a grievance within the time limits specified, the grievance shall be considered untimely and will not be processed. The written grievance shall be signed by the grievant and shall specifically state:

who is affected; what happened; when it happened; what specific part(s) of the contract is alleged to have been violated; and what specific remedy is requested.

The building principal or immediate supervisor shall meet with the grievant and a Union representative not later than ten (10) calendar days following receipt of the written grievance. The building principal or immediate supervisor shall issue his disposition of the grievance in writing within ten (10) calendar days of the meeting.

D. Level Three

If the decision of the building principal or immediate supervisor is not considered acceptable, the grievant must present the written grievance to the Assistant Superintendent for Human Resources or designee within five (5) calendar days of receipt of the decision of the building principal or immediate supervisor. The grievant must state the reason(s) why the decision of the building principal or immediate supervisor was not considered acceptable. The Assistant Superintendent for Human Resources or designee shall meet with the grievant and a Union representative within fifteen (15) calendar days from the date of receipt of the grievance. The Assistant Superintendent for Human Resources or designee shall issue a decision in writing relative to the grievance within ten (10) calendar days of the meeting.

E. Level Four

1. If the Union is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Assistant Superintendent for Human Resources refer the matter to arbitration through the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. Within such ten- (10) day period, the Union will also serve a copy of

the Demand for Arbitration upon the Assistant Superintendent for Human Resources. An individual employee shall not have the right to process a grievance at Level Four.

2. Neither party may raise a new defense or ground during the arbitration proceeding. Each party shall submit to the other party not less than five (5) days prior to the arbitration hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing. The parties may also elect at such time to confer in an attempt to settle the grievance.
3. The powers of the arbitrator are subject to the following limitations:
 - a. Shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b. Shall have no power to establish wage scales or to change any wage.
 - c. Shall have no power to consider any claim for which there is another remedial procedure or forum established by law or governmental regulation.
 - d. Shall have no power to change any practice, policy, or rule of the Employer which is not inconsistent with this Agreement, nor to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule, or any action taken by the Employer which is not inconsistent with this Agreement. His/her power shall be limited to deciding whether the Employer has violated the express articles or sections of this Agreement. He/she shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.
 - e. Shall have no power to decide any question, which under this Agreement, is within the responsibility of the Employer pursuant to Article 2. In rendering a decision, the arbitrator shall give due regard to the

responsibility of the Employer and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

- f. Shall not hear any grievance previously barred from the scope of the grievance procedure.
4. More than one grievance may not be considered by the arbitrator at the same time except upon the express written mutual consent of the parties and then only if the grievances are of a similar nature. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation, including any expense of witnesses.
5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to render a decision on the merits until ruling on the issue of arbitrability. By stipulation of the parties, the arbitrator shall have the authority to concurrently hear both the jurisdictional issues and the merits of the dispute in the same proceeding. Should the arbitrator determine that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits. Submission of jurisdictional issues to the arbitrator shall not be regarded as a waiver by either party of its right to institute civil litigation contesting either the authority of the arbitrator or any award allegedly rendered in excess of such authority.
6. The Employer shall not be required to pay back wages more than seven (7) days prior to the date a written grievance is filed.
 - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned or could have reasonably earned less any compensation that she may have received from any source during the period of back pay during the time she would have been working for the District, including unemployment compensation.

- b. No decision in any one case shall require a retroactive wage adjustment in any other case.
7. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this contract may be processed through the grievance procedure until resolution. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon an alleged grievance occurring prior to the effective date of this Agreement. Further, grievances filed after the expiration of this Agreement shall not be processed to arbitration under these grievance procedures unless the parties mutually agree to extend the contract or it is otherwise specifically agreed in writing by both parties.

F. Time Limits

Time limits shall be strictly observed and may be extended only by written mutual agreement. Grievances not timely filed may not be processed. Should an employee or the Union fail to appeal a decision within any time limits specified, all further proceedings on a previously instituted grievance shall be barred and shall be deemed an acceptance of the decision last issued. Should the Employer fail to respond within the time limits specified, the Union may proceed to the next level of the grievance procedure.

G. Processing

All preparation, filing, presentation, or consideration of grievances shall be held at times other than when the employee or participating Union representative are to be on the job unless the Executive Director of Human Resources grants prior approval otherwise.

ARTICLE 10 - WORK YEAR, WORK WEEK, WORK DAY

A. Work Year

The normal work year and schedule of work days for each regular full-time or part-time employee shall be as set forth below but is subject to variance upon mutual agreement of the immediate supervisor and the employee and is also subject to change by the Employer at any time:

1. **HIGH SCHOOL**

- a. **Secretary to Principal (223 days):**
Classification: I
- b. **Secretary to Assistant Principals (203 days):**
Classification: II
- c. **Secretary/Registrar (210 days):**
Classification: I
- d. **Attendance Secretary (194 days):**
Classification: II
- e. **Secretary to Counselors (199 days):**
Classification: II

2. **MIDDLE SCHOOL**

- a. **Secretary to Principal (218 days):**
Classification: I
- b. **Secretary to Assistant Principal (203 days):**
Classification: II
- c. **Secretary for Student Services (198 days):**
Classification: II
- d. **Secretary to Counselors (208 days):**
Classification: II

3. **ELEMENTARY**

- a. **Secretary to Principal (203 days):**
Classification: I
- b. **Office Assistant (203 days @ 7.0 hours per day):**
Classification: III

4. **SPECIAL EDUCATION**

- a. **Secretary to Director (203 days):**
Classification: I

5. **ATHLETIC DEPARTMENT**

- a. **Secretary (208 days):**
Classification: I

6. TRANSPORTATION

- a. **Secretary (208 days):**
Classification: I

7. CHILD DEVELOPMENT SERVICES

- a. **Secretary (228 days):**
Classification: I

8. ALTERNATIVE EDUCATION

- a. **Secretary (198 days @ 4 hours per day):**
Classification: I

B. Work Week

The work week shall begin at 12:01 a.m. on Monday and end at 11:59 p.m. on the following Sunday.

C. Work Day and Hours

The number of hours of work and the schedule of hours for each employee shall be determined by the Employer. The normal work day for full-time employees shall be eight (8) hours. For part-time employees, the work day for each employee shall be determined by the Employer. Each employee shall receive one (1) fifteen (15) minute rest period during each four (4) hours worked per day. Employees will have a ½ hour unpaid lunch period in addition to their normal work hours. However, elementary secretaries will work a continuous eight (8) hours (except for rest periods) without a lunch break and will eat on the job. Rest periods and lunch breaks are to be scheduled by mutual agreement between the employee and supervisor.

D. Scheduled Work Day Cancellation

1. When the employee's scheduled work day is canceled due to inclement weather or other conditions beyond the Employer's control, the employee will not be required to report on the first two (2) such days per year (August 1 to July 31) and will be paid. For cancellations beyond two days, the member must reschedule the time and report for work in order to be compensated, or use a vacation day or personal

business day to receive compensation. However, such employee will be required to work on any make-up days. After an employee reports for work, if the rest of the employee's scheduled work day is canceled due to inclement weather or other conditions beyond the Employer's control, the employee (except for those employees required to remain) may leave when released by the building principal and will be paid for the balance of the employee's regular day. In the event an employee receives unemployment compensation benefits (including underemployment benefits) due to days of work not being held when scheduled which are later made up, the employee's pay will be adjusted by an amount equal to unemployment compensation received.

2. The determination to cancel, delay, and/or reschedule any day of work or partial day shall be the prerogative of the Employer and shall not be grievable.

ARTICLE 11 - LAYOFF AND RECALL

A. Definition

"Layoff" shall be defined as a reduction in work force, as determined exclusively by the Employer.

B. Layoff Process

No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of layoff. In the event of a reduction in work force, the Employer shall identify the specific position(s) to be eliminated and shall notify the Union and the employee(s) in that position(s). Whether an employee is qualified, as that term is used in this article, shall be determined by the Employer. In determining qualifications in this Article, work record and seniority, as well as other relevant work-related factors, will be considered. In the event the person with the most seniority is not considered the most qualified, reasons will be provided upon request.

Employees shall be laid off or recalled according to their seniority in their classification, those with the least seniority shall be laid off first. An employee scheduled to be laid off has the right to be placed in a position for which the individual is qualified as specified below:

1. If the employee scheduled for layoff possesses sufficient seniority, the individual shall first be assigned to displace the least senior employee in the same pay classification and same status (full or part time) for which the individual is qualified;
2. If displacement cannot occur within the same pay classification, the employee, if possessing sufficient seniority, shall be assigned to displace the least senior employee in a lower pay classification within the same status for which the employee is qualified.

Probationary employees shall be laid off first before any non-probationary employees. Employees may be offered the opportunity for “voluntary” layoff.

C. Reduction in Hours

The Board may reduce work hours of some or all employees rather than reduce the number of employees. In the event of a reduction in the work hours of twelve and a half percent (12.5%) or more in positions, qualified employees in those positions are subject to the layoff procedure as outlined in B. A reduction of any employee’s work hours shall not take effect until ten (10) work days after written notice to the affected employee is given by the Employer.

D. Recall

Laid off employees shall be recalled as determined by the Employer to any position for which they are qualified within the same or lower classification. The Employer may recall employees based on qualifications as stated above. A new employee shall not be employed by the Employer while there are laid off employees who are on the recall list. Employees shall be recalled on the basis of seniority; those with the most seniority shall

be recalled first to a vacant position within the classification, or if no position exists within a lower pay classification, for which they are qualified.

E. Recall Process

Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Employer's records. It shall be the employee's responsibility to keep the Employer notified as to her current mailing address. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall be given seven (7) calendar days from receipt of notice, excluding Saturdays, Sundays and holidays, to confirm that she will report to work on the date specified. The Employer may fill the position on a temporary basis until the recalled employee can report to work providing the employee has indicated an intent to return within the seven (7) day period. Employees recalled to full-time work (or to as many hours per week as they were working at the time of layoff) for which they are qualified are obligated to take said work. An employee who declines recall to full-time work (or to as many hours per week as she was working at the time of layoff) for which she is qualified shall forfeit her right of recall. Recall rights for employees who have been employed at least 150 work days shall terminate one (1) year after the effective date of layoff, employees with ten (10) years or more of seniority shall have recall rights for two (2) years. Employees who have not been employed at least 150 work days shall not have recall rights. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the employee was laid off shall not affect her rights to a position having pay and benefits as was previously held.

F. Unemployment Compensation

A part-year employee who is laid off in the summer and/or who receives unemployment compensation benefits during the summer, and who is recalled before October 1 of that year shall have her compensation adjusted by an amount equal to the unemployment compensation received.

G. Substitute Work

Upon application, laid off employees will be considered for substitute work at the hourly rate of pay they were receiving at the time of layoff.

ARTICLE 12 - VACANCIES, PROMOTIONS & ASSIGNMENTS

A. Definition

A “vacancy” shall be defined as a newly-created position or a present position that has been permanently vacated and which will be filled except when there is an employee who is deemed qualified by the Employer for the position on layoff. The Employer may in its discretion determine to post a position which had been filled by an employee who is on a long-term unpaid of leave of absence of over one (1) calendar year.

B. Posting

All bargaining unit vacancies shall be posted in a conspicuous place for a period of five (5) calendar days. If a vacancy is posted when school is not in session, the Union Steward or designee will be informed and copies of postings will be mailed to all bargaining unit members. Said posting shall contain the following information:

Position; classification (if applicable); minimum qualifications; approximate starting date; rate of pay; and approximate hours to be worked.

C. Application for Vacancy

Interested employees may apply in writing to the Assistant Superintendent for Human Resources or designee within the five (5) day posting period. The Employer may temporarily fill any vacancy during the posting and selection process with another employee or with a substitute.

D. Filling Vacancies

Vacancies will be filled with the applicant from within or outside of the bargaining unit whom the Employer considers to be the most qualified and the most likely to be the most successful in the position. In determining who would be the most highly qualified person

to perform the job, work record and seniority, as well as other relevant work-related factors, will be considered. In the event a person having less seniority is selected for the position, reasons will be provided upon request. The decision of the Employer will not be arbitrary or capricious. The Employer may withdraw a posting at any time.

E. Notice of Selection

The Employer shall notify the interviewed applicants to indicate whether they have been hired.

F. Assignment and Reassignment

Employees are subject to assignment and reassignment (which may include transfer to another building) for stated reason(s) which are not arbitrary or capricious.

G. Temporary Assignment

An employee assigned to perform the work of an absent bargaining unit employee in excess of one hour will be paid at a rate for those duties based on the minimum rate for the position temporarily assigned or the employee's regular rate, whichever is higher. Placement in a temporary assignment will give the employee no additional benefits in that position, nor the right to expect permanent assignment in that position.

H. Trial Period

An employee transferred to a different position will have a five- (5) working day trial period to determine the employee's ability to perform on the job and the employee's desire to remain in that position. If the employee is unsatisfactory or the employee wishes to return to her former position during the trial period, the employee will be reassigned to her former position.

ARTICLE 13 – JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by the terms of this Agreement for the purpose of instructional training, experimentation, or in cases of emergency. It is also recognized and agreed that bargaining unit work which has historically been done by others may, in the discretion of

the Employer, be assigned to and performed by individuals who are not bargaining unit employees, including other district employees.

ARTICLE 14 - COMPENSATION

A. Compensation

The basic hourly wage rates of each employee shall be as set forth in Appendix A.

B. Overtime

Overtime work, which will be voluntary to the extent feasible but which may be required, will be assigned as determined appropriate by the Employer. Using substitutes or assigning overtime or not replacing absent employees will be discretionary with the Employer. The following conditions shall apply to all overtime work:

1. Time and one-half will be paid for all hours worked over forty (40) hours in one (1) week.
2. Double time will be paid for all hours worked on Sundays and holidays designated in Article 16.
3. Paid leave shall not count toward hours worked.
3. Compensatory time off on an hour-for-hour basis for hours not exceeding forty (40) in one (1) week may be given if mutually agreeable to the Employer and the employee. Compensatory time off for hours over forty (40) in one (1) week will be at time and one-half.

C. Meetings

Employees may be required to attend meetings outside regular work hours. Employees required to attend such meetings will be compensated at their regular hourly wage rate unless overtime applies. Required meetings will be so specified, otherwise they will be considered voluntary.

D. Call-In Pay

Employees called into work shall receive a minimum of two (2) hours pay at their regular rate.

E. Work for Outside Groups

Extra employee work time (beyond the employee's regular work time), as assigned by the Employer, which results from non-employer groups using school facilities will be paid at the employee's regular pay rate for that work unless over forty (40) hours per week.

F. Reimbursement for Medical Examinations

Any employee (except new hires) who is required by the Employer to take a medical exam will be reimbursed for the actual cost of the exam which is not covered by insurance. The exam must be performed by a doctor of medicine or a doctor of osteopathy approved by the Employer.

G. Individual Contracts

Compensation for doing bargaining unit work pursuant to any individual contract between the Employer and an employee shall be consistent with the compensation rates specified in this Agreement or as agreed otherwise between the Employer and Union. However, this shall not apply to work which is contracted out to anyone, including an employee, or to services volunteered by an employee.

H. Experience and Training Credit

The Employer may grant to new hires whatever credit for prior experience and/or training is deemed appropriate by the Employer and determine the employee's hourly wage rate up to three (3) years of experience on the wage schedule (Appendix A).

The Employer may grant to employees being reassigned from one position to another, whatever credit for prior experience and/or training is deemed appropriate by the Employer and determine the employee's hourly wage rate up to the maximum. Decisions in this section shall not be grievable. A reassigned employee will not receive a lower wage rate unless the Employer determines that it was necessary to reassign the employee to a lower classification.

I. Severance Payment

The terminal leave payment will be \$80.00 per year for members who have worked at least ten years in the system and are entering the retirement system, and \$100.00 per year

for members who have worked at least twenty years and are entering the retirement system. Individuals leaving the system after ten years and not entering the retirement system will receive \$50.00 for each year in the district.

J. Payroll Deductions

The Employer will make payroll deductions requested in writing by an employee for Employer approved reasons and/or organizations.

ARTICLE 15 - INSURANCE

A. Health

The Employer will contribute up to the following amounts per month for each full-time employee for 12-month insurance coverage (health, dental, vision, and life) which shall be provided by the Physicians' Health Plan (PHP) with a \$2000/\$4000 deductible and a 10/25/50 Rx card, or through a different plan or carrier as mutually agreed.

The employee shall pay fifteen percent (15%) of the monthly insurance premium in 2011-12 and twenty percent (20%) of the monthly insurance premium in 2012-13. The District will fully fund a Health Savings Account (HSA) on September 1, 2011, and again on September 1, 2012 with \$2,000 for single participants and \$4,000 for two person and full family participants.

The Board shall provide dental, vision and life insurance for those employees not electing to take health insurance. In lieu of health insurance, these employees shall be paid two hundred fifty dollars (\$250.00) per month in cash.

B. Part-Time Employees and Office Assistants

Full-time employees are those who work 40 hours per week. Employees working less than 40 hours per week are part-time. Part-time employees (which include the Alternative Education Secretary and Office Assistants) are not eligible for the above Employer-paid insurance coverage or in lieu amount, except Office Assistants shall receive \$20,000 life insurance coverage with AD&D.

In the event any full-time Classification 1 or 2 employee's hours are reduced to not less than thirty-five (35) hours per week, the employee will still be considered full-time for insurance eligibility purposes.

C. Employer Obligation Limited

The Employer's obligation with respect to the above insurance coverage is limited to making the specified contribution toward the premium payment. The employee shall be obligated for any balance through automatic payroll deduction.

D. Enrollment

It shall be the responsibility of each eligible employee to properly enroll for insurance coverage and to make notification of any change in status in a timely fashion. All benefits are subject to policy, plan, or program terms and conditions.

E. Termination of Benefits

If an employee terminates employment or goes on layoff or an unpaid leave, except under the FMLA, the Employer's contribution towards insurance coverage will cease at the end of the last month worked.

F. Continuation of Coverage

An employee on unpaid leave or layoff shall have the option of continuing insurance coverage, subject to terms and conditions of the carrier, by making cash payments to the District pursuant to COBRA.

ARTICLE 16 - HOLIDAYS

A. Classification I and II employees will be paid their regular daily rate of pay for the following holidays:

- | | |
|------------------------------|-------------------|
| 1. Friday before Labor Day* | 6. Christmas Day |
| 2. Labor Day | 7. New Year's Eve |
| 3. Thanksgiving Day | 8. New Year's Day |
| 4. Friday after Thanksgiving | 9. Good Friday* |
| 5. Christmas Eve | 10. Memorial Day |

*Provided school is not in session

B. Office Assistants will be paid their regular daily rate of pay for the following holidays:

1. Friday before Labor Day*
2. Labor Day
3. Thanksgiving Day
4. Friday after Thanksgiving
5. Christmas Eve
6. Christmas Day
7. New Year's Eve
8. New Year's Day
9. Memorial Day

*Provided school is not in session

C. To be eligible for holiday pay, the employee must have worked the last scheduled work day prior to the holiday and the next scheduled work day after such holiday within the employee's scheduled work week or have been on an approved paid leave.

D. When a holiday falls on a Saturday or Sunday or on a day when student instruction is scheduled, the Employer shall have the right to observe the holiday on the preceding Friday, on the following Monday, or on another day when student instruction is not scheduled.

ARTICLE 17 - VACATION

A. Classification I and II employees will be granted paid vacation days according to the following schedule:

Winter Recess:	6 days paid
Mid-Winter Recess:	unpaid
Spring Recess:	2 days paid; 3 unpaid

B. Additional vacation day(s) for Classification I and II employees with pay will be earned based on the following continuous employment from the anniversary date of employment:

After 5 years:	1 day
After 10 years:	2 days
After 15 years:	3 days
After 20 years:	4 days
After 25 years:	5 days

C. Classification I and II employees will be paid their regular daily rate of pay. Extended unpaid leave time will not count toward vacation accrual. These days must be used by August 1 of the current year and have prior written approval of the principal or immediate supervisor. Vacation time not taken by August 1 will not be accumulative and will be forfeited. Upon termination of employment, an employee shall lose unused vacation time unless earned in accordance with Article 17 B.. Office Assistants are not eligible for paid vacation.

ARTICLE 18 - EVALUATIONS

A. Evaluations

Employees shall be evaluated as deemed appropriate by the Employer. Employees can be expected to be evaluated by their immediate supervisor or designee with input from others on all relevant aspects of their employment including job descriptions. If a supervisor believes an employee is doing unacceptable work, the reason(s) shall be stated in the evaluation, as well as suggestions for improvement. Evaluations may not be grieved.

B. Response

Following such formal evaluations, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. The employee's signature shall not be construed to mean that she necessarily agrees with the contents of the evaluation. An employee may submit additional comments to the written evaluation if she so desires within ten (10) calendar days. All written evaluations are to be placed in the employee's personnel file.

ARTICLE 19 - LEAVES

PAID LEAVES

A. Sick Leave

1. Employees will be granted sick leave days upon reporting at the beginning of the employee's work year according to the following schedule:

185-210 work days	10 days
211-225 work days	11 days
226-260 work days	12 days

Employees will only be credited with hours of sick leave equivalent to the average number of hours worked per day. Sick leave for employees who only work part of the year for that employee's position will be prorated. Unused sick leave will accumulate from year to year up to a maximum of 110 days except for those employees employed prior to July 1, 2001 for whom there is no limitation.

2. At the beginning of the contract year, the employee will have the current year's allowance available provided the employee reports for work. However, if an employee terminates employment before the sick leave hours used would have been earned, the amount for those hours used in excess will be deducted from the employee's last paycheck.

B. Leaves of Absence Charged to Sick Leave

1. **Personal Illness:**

The employee may use sick leave for her own personal illness or disability, or doctor appointments which cannot be scheduled outside of work time, as required up to the number of days available to the individual. The Employer may require verification of need for absence from a physician.

2. **Family Illness:**

Up to ten (10) days per fiscal year (August 1 – July 31) may be used for a serious health condition of a member of the employee's "immediate family" which shall

be defined as the employee's parent, spouse, child, or any relative who is a permanent resident of the employee's household which requires the presence of the employee. The Employer may require verification of need for absence from a physician. Use of additional accumulated paid sick leave days may be approved by the Assistant Superintendent for Human Resources upon written request in connection with long-term serious illness.

3. **Necessary Business Leave:**

Each employee may use up to two (2) sick leave days per fiscal year (August 1 – July 31) for necessary business. The employee will only be credited with necessary business leave equivalent to the average number of hours worked per day. Necessary business leave for employees who only work part of the year for that employee's position will be prorated. The use of these days must be arranged in advance with the employee's immediate supervisor. A necessary business day shall only be used for necessary legal, business, or emergency matters that cannot be conducted outside of regular work hours and which require the presence of the employee. An employee planning to use a necessary business day shall submit her written request on the Employer approved form to her immediate supervisor for approval stating the reason that she is requesting to use a necessary business day at least three (3) work days in advance, except in cases of emergency. Employees with twenty (20) or more days of accumulated sick leave by the close of the previous school year (July 31) and at the time of request for necessary business leave need not state the reason for the business leave at the time of application. Necessary business days shall not be taken the day before or the day following a holiday or school break. The Employer reserves the right to limit business leave to one employee per building per day.

An additional necessary business day may be requested through the Superintendent. The decision to grant the additional necessary business day is at the sole discretion of the Superintendent.

4. **Bereavement Leave:**

- a. Each employee may use up to five (5) days paid sick leave per death in the case of a death in the immediate family. The employee will only be credited with bereavement leave equivalent to the average number of hours worked per day. Bereavement leave for employees who only work part of the year for that employee's position will be prorated. For purposes of this section, the immediate family will be defined as parent, spouse, child or sibling. Each employee may use up to three (3) days paid sick leave per death for parents-in-law, grandparents, grandchildren, aunts or uncles. The days must be taken immediately following the death and to attend the funeral.
- b. Any additional unpaid funeral leave may be granted by the Assistant Superintendent for Human Resources upon written application on the district approved form.

C. **Earned Days:**

If at the close of the preceding school year (July 31), an employee shall not have used more than two (2) sick leave days, including necessary business days, and shall have accumulated thirty (30) sick leave days, then, in the following year, the employee shall be entitled to one (1) "earned day" to be taken at the employee's discretion upon previous notification of 24 hours to the employee's immediate supervisor. If more than one (1) bargaining unit position exists in the building, the building administrator shall not be obligated to grant more than one (1) such application on any given day. Earned days shall be allowed to accumulate up to a maximum of five (5) days at the rate of one (1) day per year (August 1 – July 31).

D. In-Service:

Upon approval by the supervising administrator, employees may attend in-service activities. Expenses, registration fees, and other related costs will be paid or reimbursed by the Employer upon approval by the administrator.

E. Witness:

Leave of absence with pay will be granted for court appearances as a witness in any case in which the employee's connection with the case stems from her employment with the Employer, provided that the legal action is not instigated by or on behalf of the employee or Union against the Employer. If a witness fee is paid to the employee by the court, that amount will be remitted to the Employer.

F. Jury Duty:

1. An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Employer the amount of wages the employee otherwise would have earned by working straight time hours for the Employer on that day [and the daily jury duty fee paid by the court (not including travel allowances or reimbursements of expenses for each day's jurist service) will be turned in to the Employer].
2. In order to receive payment, the employee must give the Employer prior notice that she has been summoned for jury duty and must furnish satisfactory evidence that she reported to or performed jury duty on the days for which she claims such payment. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty.

G. Incremental Use of Paid Leave Time:

Paid leave time must be used in increments of at least one-half (½) day.

UNPAID LEAVES

H. Leave of Absence Without Pay or Fringe Benefits

1. An employee whose illness or disability extends beyond the period compensated by sick leave will be granted a leave of absence for the duration of the illness or disability up to a maximum of one (1) year.
2. An employee may be granted a leave of absence for up to one (1) year for personal reasons, including, but not limited to, child care, study, family concerns, or travel. The granting of personal leave shall be at the Employer's discretion. Allowing a leave under this subsection will not constitute a precedent or past practice. Denial of a leave request will not be grievable.
3. Unpaid leaves of absence of any length which are not necessary are discouraged and will not normally be granted.
4. All requests for a leave of absence shall be in writing to the Assistant Superintendent for Human Resources stating the reason for the requested leave and the expected duration.
5. An employee, on an approved leave of absence, shall notify the Employer of her intent to return to employment at least thirty (30) days prior to the expiration of the approved leave.
6. An employee on an approved leave of absence of not more than six (6) calendar months will be returned to her former position. An employee on an approved leave of absence of more than six (6) calendar months will be returned to her former position if feasible or to a generally comparable position as determined by the Employer.

I. Family and Medical Leave Act

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but

with group medical insurance coverage, if any, maintained for one or more of the following reasons:

- (a) due to the birth of the employee's child in order to care for the child;
- (b) due to the placement of a child with the employee for adoption or foster care;
- (c) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- (d) due to a serious health condition that renders the employee incapable of performing the functions of her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

J. Worker's Compensation

Worker's compensation will be the exclusive remedy for any work-related injury or disability, provided worker's compensation is available. All injuries which occur while on duty are to be reported immediately. An employee on worker's compensation will be deemed to be on an unpaid leave of absence for up to one (1) year.

ARTICLE 20 - CONTINUITY OF OPERATIONS

There shall be no interruption of services nor any abstention in whole or in part from the full, faithful, and proper performance of the duties of employment by any employee. The Union and each individual employee agree that they will not direct, instigate, participate in, encourage, or support any strike or withholding of services against the Employer by any employee or group of employees. (See the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended).

ARTICLE 21 - NEGOTIATIONS PROCEDURE

A. Commencement

Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term.

B. Teams

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

C. Agreement

There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Union. Copies of this Agreement shall be printed at the mutual cost of the parties within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed by the Employer.

D. Discussion of Contract Issues

By mutual agreement, representatives of the Employer and Union may meet during the term of the contract to discuss contract issues which may arise.

E. Policy Notification

Employees affected by a new or revised policy will be notified.

ARTICLE 22 - SCOPE, WAIVER AND ALTERATION OF THE AGREEMENT

A. Complete Agreement

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment hereto.

B. Severability

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, said provision shall not be deemed valid except to the extent permitted by law, but all other provisions shall remain in full force and effect.

C. Practices

This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. All rules, regulations, and practices of the Employer which are not contrary to the provisions of this Agreement shall remain in full force and effect.

ARTICLE 23 - MISCELLANEOUS

A. Absence

Any employee who is unable to report for work must notify the designated person as soon as possible but in no event later than one (1) hour prior to the employee's reporting time so that a substitute may be obtained if necessary or other arrangements can be made. The hiring of substitutes for absent employees shall be at the Employer's discretion.

B. Resignation

Any employee who resigns from employment shall give at least two (2) weeks written notice to the Executive Director of Human Resources.

C. Off Schedule Compensation

A two hundred dollar (\$200) off schedule payment will be made to each member of the bargaining unit as of the ratification date to be paid in November 2011.

ARTICLE 24 - DURATION OF AGREEMENT

This Agreement shall be effective as of, August 1, 2011 and shall continue in effect until July 31, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on this ____ day of _____, 2011.

FOR THE EMPLOYER:

Mason Public Schools
Board of Education
400 Cedar Street
Mason, MI 48854-1437

FOR THE UNION:

International Union of Operating Engineers
Local 324 – A, B, C, D, G, H, P,
RA, S – AFL-CIO
500 Hulet Drive
Bloomfield Township, MI 48302

John M. Hamilton,
General Vice President and Business Manager

Steve Minella,
President

Thomas Scott,
Recording-Corresponding Secretary

APPENDIX A
WAGE SCHEDULE
HOURLY WAGE RATES

CLASSIFICATION 1			CLASSIFICATION 2		
Step		2011-12 and 2012-13	Step		2011-12 and 2012-13
1		\$13.35	1		\$12.66
2		\$14.62	2		\$13.93
3		\$15.90	3		\$15.21
4		\$16.55	4		\$15.84
5		\$17.48	5		\$16.77

*Classification 1 is comprised of the following secretarial positions: High School Principal; High School Secretary/Registrar; Middle School Principal; Elementary Principal; Director of Special Education; Family Services; Athletic Department; Transportation, Alternative Education.

**Classification 2 is comprised of the following secretarial positions: High School Assistant Principal; High School Assistant Principal/Attendance; High School Counselors; Middle School Assistant Principal; Middle School Student Services; Middle School Counselors.

Classification 3, Office Assistant: \$10.69

Longevity: Longevity pay according to the following schedule shall be added to the employee's hourly pay rate specified above and included in each regular pay check. The schedule is based on the employee's total years of working experience with the Employer in a secretarial/clerical/office assistant position. Employees having a hire date falling between July 1 and January 31 shall be granted a full year of experience for purposes of longevity pay as of July 1. Employees having a hire date falling between February 1 and June 30 shall not receive credit for the fractional part of a year. Extended unpaid leave time will not be counted toward years of experience for purposes of longevity.

After 10 years	\$0.30
After 15 years	\$0.60
After 20 years	\$1.00

APPENDIX B
GRIEVANCE REPORT FORM
I.U.O.E. SECRETARIAL UNIT

Grievance # _____

Distribution of Form

1. Assistant Superintendent for Human Resources
2. Building Principal or Immediate Supervisor
3. Union
4. Grievant

LEVEL I

Date of informational meeting: _____

LEVEL II

Submit to Building Principal or Immediate Supervisor in Duplicate

Date Received by Building Principal or Immediate Supervisor:

A. Date Cause of Grievance Occurred:

B. (If additional space is needed, attach an additional sheet.)

1. Article/Section Violated:

2. Statement of Grievance:

3. Relief Sought:

		_____ Signature of Grievant		_____ Date	
C.	Disposition of Building Principal or Immediate Supervisor:				
		_____ _____			

		_____ Signature		_____ Date	
--	--	--------------------	--	---------------	--

D. Position of Grievant:

		_____ Signature		_____ Date	
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E. Position of Union:

		_____ Signature		_____ Date	
--	--	--------------------	--	---------------	--

LEVEL III

A. Date Received by Assistant Superintendent for Human Resources or Designee:

B. Disposition of Assistant Superintendent for Human Resources or Designee:

Signature

Date

C. Position of Grievant

Signature

Date

D. Position of Union:

Signature

Date

LEVEL IV

A. Date submitted by Union to the American Arbitration Association:

Signature

Date