

AGREEMENT

Between

WILLIAMSTON COMMUNITY SCHOOLS

BOARD OF EDUCATION

**SECRETARIES/SCHOOL SUPPORT STAFF/AIDES  
BARGAINING UNIT**

418 Highland Street

Williamston, Michigan 48895

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

JULY 1, 2009 - JUNE 30, 2011

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## **AGREEMENT**

This Agreement is entered into this 1st day of July, 2009 by and between the Williamston Community Schools Board of Education, hereinafter called the "Board", and the International Union of Operating Engineers, Local 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO, hereinafter called the "Union."

In consideration of the following mutual covenants, it is hereby agreed as follows:

### **PURPOSE**

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, to establish the wages, hours, terms, and conditions of employment for the members of the bargaining unit herein defined. It is the purpose of the Agreement to promote and ensure harmonious relations, cooperation, and understanding between the Employer and the employees covered hereby.

## **ARTICLE I**

### **RECOGNITION**

#### **SECTION A**

The Board hereby recognizes the Union as the exclusive bargaining representative for all regularly employed full-time and regular part-time secretaries, school support staff, secretarial aides, clerks, office aides, and library aides employed by the Board, but excluding the Superintendent's secretary, substitutes, temporaries, students, and all other employees.

#### **SECTION B**

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees of the Board represented by the Union in the bargaining unit as above defined. Reference to the "Board" or "Employer" includes administrators acting on behalf of the Board. Reference to one gender shall include the other.

## **ARTICLE II**

### **EMPLOYER RIGHTS**

#### **SECTION 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 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 competency to perform available work, 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 work hours, and to determine work hours and days. Determine job descriptions and job duties. Determine fitness for continued employment, and require physical or mental examinations of employees by Employer-selected licensed physicians.
4. 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.
5. Establish, modify, or change any work, business, or school hours or days.
6. Determine the number and location or relocation of its facilities and work stations, and construction of new facilities or modification of existing facilities.
7. Adopt work rules and other rules and regulations.
8. Determine the financial policies, including all accounting procedures.
9. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.

## **SECTION B            Contract Interpretation**

In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

## **SECTION C            Limitation on Employer Rights**

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 III**

### **UNION RIGHTS**

#### **SECTION A Use of Buildings and Equipment**

1. The Union may be allowed to use school buildings at reasonable hours for meetings, provided forty-eight (48) hours advance written approval is received from the Central Office Administrator or his designee, and such use falls within Board policy.

2. Upon request of the Union Representative demonstrating immediate need, and with prior approval of the Central Office Administrator or his designee, the Union may use office equipment at reasonable times outside normal office hours when it is not otherwise in use. The Union shall pay for the reasonable cost of such use, including the cost of all materials and supplies.

3. The Union may use one (1) bulletin board already available in each building for Union business affecting employees in the unit. Any material deemed inappropriate may be removed by the Employer.

#### **SECTION 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. Any non-employee representative must receive prior approval from the Central Office Administrator or, in his absence, his designee. This Section shall not preclude the processing of grievances with Employer representatives at mutually agreed upon times.

#### **SECTION C Information**

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

## **ARTICLE IV**

### **STEWARDS**

#### **SECTION A**

Employees may be represented by a Chief Steward and a designated Assistant Steward, whose identity shall be made known to the Employer.

**SECTION B**

Reasonable arrangements will be made to allow the Chief Steward time off with pay for the purpose of investigating grievances, and to attend grievance and negotiating meetings with approval of the administration.

**SECTION C**

Any new employee shall be introduced to the Chief Steward before starting to work; or else the Steward shall be supplied the following information within the employee's first week of employment: name, address, social security number, classification, job location, and shift assignment.

**ARTICLE V**

**EMPLOYEE RIGHTS AND RESPONSIBILITIES**

**SECTION A            Performance Responsibilities**

Employees are required to fully and faithfully perform all responsibilities in an appropriate and satisfactory manner. Failure to do so may result in discharge or discipline. Among the reasons for dismissal, suspension, or other disciplinary action of any employee, at the option of the Board, are the following, by way of illustration and not limitation:

Unsatisfactory work performance; physical or mental inability to perform job responsibilities; being in possession of or under the influence of drugs or alcoholic beverages during work hours; dishonesty; insubordination; disseminating confidential information or breach of confidentiality; unauthorized absence; repeated tardiness or absenteeism; abuse of break time; abuse of sick leave, business leave, or other leave days; violation of Board rules or policy; unacceptable behavior with students, parents, or other employees; falsification of information, misrepresentation, or lying; leaving the job during work hours without authorization; or conduct unbecoming a public school employee.

**SECTION B            Discipline**

All probationary employees are subject to discipline and termination, with or without cause, at the will of the Employer at any time, unlike seniority employees (i.e, those who have completed the probationary period) who shall not be disciplined or discharged without reason, or arbitrarily or capriciously.

**SECTION C            Representative**

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

**SECTION D            Personnel File**

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

**SECTION E            Complaints**

No student, parental, or school personnel complaint originating after initial employment will be the basis for discipline unless the employee has been informed of the complaint. An employee may submit a written notation or reply regarding any written complaints put in the employee's file pursuant to state law, and the same shall be attached to the file copy of the material in question.

**SECTION F            Assault**

Any case of assault upon an employee shall be promptly reported to the Employer. The Employer shall promptly render reasonable assistance to the employee when possible to prevent injury.

**SECTION G            Corporal Punishment**

Employees shall assist with the maintenance of control of students. However, all employees shall observe rules respecting punishment of students as established by the Board or required by state law.

**SECTION H            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 Superintendent.

**SECTION I            Supervision**

In the event an employee, while assigned to one position, is responsible to more than one supervisor, the primary supervisor shall be designated by the Employer in writing to such employee. The employee shall be notified of any subsequent change. Employees assigned to more than one

position may have more than one supervisor.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### SECTION A           **Definition**

A grievance shall be an alleged violation of the express terms of this Agreement. An employee alleging a grievance must orally discuss the grievance with her supervisor within three (3) business days of the occurrence of the condition giving rise to the grievance. Business days shall be defined as all days Monday through Friday.

#### SECTION B           **Filing**

If satisfactory resolution of the grievance is not obtained, the employee must submit a written grievance to her immediate supervisor within five (5) business days of the occurrence of the condition giving rise to the grievance. 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.

#### SECTION C           **Level One**

The immediate supervisor shall meet with the grievant and the Union Representative not later than ten (10) business days following receipt of the written grievance. The immediate supervisor shall issue his disposition of the grievance in writing within five (5) business days of the meeting.

#### SECTION D           **Level Two**

If the decision of the immediate supervisor is not considered acceptable, the grievant must present the written grievance to the Superintendent or his designee within five (5) business days of receipt of the decision of the immediate supervisor. The grievant must state the reason(s) why the decision of the immediate supervisor was not considered acceptable. The Superintendent or his designee shall meet with the grievant and a Union Representative within fifteen (15) business days from the date of his receipt of the grievance. The Superintendent or his designee shall issue a decision in writing relative to the grievance within seven (7) business days of the meeting.

#### SECTION E           **Level Three**

If the decision of the Superintendent is not considered acceptable, the grievant must submit

the written grievance to the Secretary of the Board of Education or his designee within five (5) business days of receipt of the decision by the Superintendent. The grievant must state the reason(s) why the decision of the Superintendent was not considered acceptable. The Board of Education or a Board committee, as determined by the Board, shall meet with the grievant, the appropriate administrators, and a Union Representative within thirty (30) business days from the date of receipt of the grievance. The Board or its designee shall issue a decision in writing relative to the grievance within ten (10) business days of the meeting.

The following matters shall not be subject to arbitration, the Board's decision shall be final:

1. Termination or discipline of probationary employees.
2. Evaluation.
3. Discretionary pay rates upon promotion.
4. Scheduling of the work year, work week, and workday.
5. Granting or denying discretionary leaves of absence.

#### **SECTION F            Level Four**

If the Union is not satisfied with the disposition of a grievance by the Board, that grievance shall be submitted to arbitration, provided the Union mails a Demand for Arbitration to the Michigan Employment Relations Commission, or the Federal Mediation and Conciliation Service, and notifies the Board in writing of its demand for arbitration within fifteen (15) calendar days after receipt of the Board's disposition. If the grievance is timely submitted to arbitration, the arbitrator shall be selected by the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service in accordance with its rules, which shall likewise govern the arbitration proceedings. Neither party shall be permitted to assert in such proceedings any grounds or to rely on any evidence not previously disclosed to the Board. The filing party shall pay any and all filing fees. The party against which a decision is rendered shall pay the entire cost of the arbitrator. In the event there is no clear loser, the per diem fees of the arbitrator shall be borne by the non-prevailing party. The arbitrator shall be requested to specify who is the non-prevailing party. Each party shall assume its own costs for representation and for expense of witnesses.

1. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His authority shall be subject, in all cases, to the rights, responsibilities, and authority of the Board under the Michigan general school laws and any other law. The arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under law and under this Agreement. The decision of the arbitrator, if within the scope of his authority as set forth herein, shall be final and binding on all parties.

2. The arbitrator shall have no power to change any practice of the Board not in violation

with this contract, or change any policy or rule of the Board not in violation of this contract, nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board not in violation of this contract.

3. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, the arbitrator shall give due regard to the responsibility of management, 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.

4. The arbitrator shall not hear any grievance previously barred from the scope of the Grievance Procedure.

5. In the event that a grievance is appealed to the arbitrator upon which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

6. More than one grievance may not be considered by the arbitrator at the same time, except upon expressed written mutual consent.

7. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order any. The arbitrator shall have no power to issue an award involving back pay resulting in financial liability to the Board for more than a total of six (6) months on any grievance under any circumstances.

8. Any matter being processed in another forum shall not be submitted to arbitration.

## **SECTION G Time Limits**

Time limits shall be strictly observed and may be extended only by written mutual agreement. Should an employee 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.

## **SECTION H Employee Consent**

The Union shall have no right to initiate a grievance involving the right of an employee without her express approval in writing thereon.

## **SECTION I 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, except with

approval by the Employer, and except for an arbitration hearing, during which the employee does not receive pay. This Section shall not diminish Article IV, Section B.

## **ARTICLE VII**

### **UNION DUES, AGENCY SHOP AND PAYROLL DEDUCTION**

#### **SECTION A**

Each employee shall, as a condition of employment, on or before the ninety-first (91<sup>st</sup>) calendar day from the date of commencement of duties, or on or before the ninety-first (91<sup>st</sup>) calendar day of the effective date of this Agreement, whichever is later, join the Union, or pay a service fee to the Union of a legally permissible amount determined in a legally permissible manner (which shall not exceed the amount of dues uniformly required of members of the Union, less any amounts not permitted by law). The employee may authorize payroll deduction for such dues or service fees in writing. Such authorization shall continue in effect until revoked. In the event the employee shall not pay such dues or service fees directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Union, deduct the service fees from the employee's wages and remit the same to the Union under the procedures provided below. An employee who tenders or authorizes the deduction of membership dues or service fees 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.

1. The procedure in all cases of non-payment of the dues or service fees shall be as follows:
  - (a) The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction shall be filed with the Board in the event compliance is not effected.
  - (b) If the employee fails to remit the service fees or authorize deduction for same, the Union may request the Board to make such deduction pursuant to Section A above.
  - (c) The Board, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing. This hearing shall address the question of whether or not the employee has remitted the service fees to the Union or authorized payroll deduction of same. Additionally, the employee may request that the Board of Education withhold or suspend involuntary wage deductions due to any asserted legal infirmity with the Union's internal procedures by which employees may protest the calculation

of the agency shop/service fees, or with respect to the portion of any such fee which is alleged to be not properly chargeable to employees who elect not to become members of the Union.

## **SECTION B**

The Union shall be responsible for maintaining a due process procedure for non-members to determine how their fee is utilized, and to provide non-members an expeditious and impartial hearing regarding any objections. The Union shall provide a copy of said procedure to the Employer upon request. The remedies set forth in said procedures shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting non-member employee concerning the application and interpretation of this Article shall be subject to the Grievance Procedure set forth in this Agreement.

## **SECTION C**

The Union will certify annually to the District, fifteen (15) days prior to the date of the first (1<sup>st</sup>) payroll deduction in September, the amount of dues and the amount of the service fees to be deducted by the District, and that said service fees includes only those amounts permitted by this Agreement and by law. The Union also agrees to furnish the District with all information necessary for the District to make a determination as to the legal sufficiency of the Union's procedures whereby non-members of the Union can challenge service fees established by the Union, as well as with respect to the proper identification and allocation of Union expenditures which have been identified by the Union as properly chargeable to employees who do not choose to become members of the Union.

The Union agrees to promptly notify the District in the event a court order or arbitration award is rendered restricting the Union from implementing its agency fee objection policy, or from charging or allocating any of the Union's expenditures to employees who choose not to join the Union. In the event of such a court order or arbitration award, the District shall have the right to immediately suspend involuntary wage deduction under this Article.

## **SECTION D**

The Employer shall deduct one-tenth (1/10) of annual membership dues or annual service fees from the regular paycheck of each employee each month for ten (10) months, beginning in September and ending in June of each year. Such amounts shall be remitted to the Union by the fifteenth (15<sup>th</sup>) day of the month following the month in which such deductions were made.

## **SECTION E**

An employee, who because of sincerely held religious beliefs or because of adherence to teachings of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or supporting labor organizations, shall not be required to join or maintain Union



membership or otherwise financially support the Union as a condition of employment. However, such employee shall be required, in lieu of periodic dues or service fees, to pay a sum equal to the legally permissible service fee to a non-religious, charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donations shall be made to one (1) of three (3) such charitable organizations as mutually designated by the District and the Union.

## **SECTION F**

The Union shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the School District in reliance upon information furnished to the School District by the Union in the course of enforcing this Article. Further, the Union agrees to indemnify and save the District, the Board of Education, individual members of the Board of Education, individual administrators, employees, and agents harmless against any and all claims, demands, costs, suits, claims for attorney fees, or other forms of liability including unemployment compensation costs, as well as all court and/or administrative agency costs, that may arise out of or by reason of action by the District or its agents for purposes of complying with the Union security provisions of this Agreement.

Should the indemnification provision set forth above be declared unenforceable or void by a court of competent jurisdiction, the Union security and payroll deduction provisions of this Article, as set forth above, shall immediately be considered inoperative and severed from this Agreement.

## **SECTION G**

If any court of competent jurisdiction or administrative agency holds that this Article and/or its concept is (are) invalid, illegal, or unconstitutional, or that it violates any federal or state law, or that it is in conflict with any federal or state law; or if the state Legislature enacts a law forbidding such Article and/or its concept, or any part thereof (which this Article does not conform to or with), this Article shall be null and void.

## **SECTION H**

Upon appropriate written authorization from the employee, the Employer shall deduct from the wages of any such employee, and make appropriate remittance for credit unions, savings bonds, tax-deferred annuities, or any other plans or programs jointly approved by the Union and the Employer.

## **ARTICLE VIII**

### **WORK YEAR, WORK WEEK, WORK DAY**

#### **SECTION A            Work Year**

The normal work year for regular employees will run from July 1<sup>st</sup> through June 30<sup>th</sup> each year, and be for the number of days scheduled by the Employer in the job description for each position. Each employee will be given a tentative work schedule prior to the end of that employee's preceding work year. Either more or less days of work may be required.

All employees will have unpaid time off during winter and spring break while students are not in attendance and classes are not in session, unless days during these times are part of the employee's scheduled work year. However, if the Employer requires that unscheduled days be worked during these breaks, they will either (1) count as extra workdays and the employee will receive extra pay for such days, or (2) count as "comp" time if agreeable to the employee, and the employee will be given time off to compensate for the time worked on days mutually agreed upon between the employee and Employer.

#### **SECTION B            Work Week**

The regularly scheduled work week shall begin at 12:01 a.m. on Monday, and end one hundred twenty (120) hours thereafter. The work week for secretaries shall normally consist of forty (40) hours. The work week for aides shall be as determined by the Employer.

#### **SECTION C            Work Day**

The normal number of hours of work and the schedule of hours for each employee shall be determined by the Employer. The normal workday shall be within a span of eight (8) consecutive hours. The actual workday shall be as determined by the Employer. Employees working six (6) or more hours shall have an unpaid lunch period. The duration and scheduling of unpaid lunch periods shall be determined by the Employer.

#### **SECTION D            Work Breaks**

Employees working more than four (4) hours per day will be allowed a total of, not to exceed, fifteen (15) minutes break time for each four (4) hours worked, to be taken at such time that there is no impairment of work responsibilities.

## ARTICLE IX

### SENIORITY

#### **SECTION A Probationary Period**

A newly hired employee, or an employee upon entry into the bargaining unit, shall be on a probationary status for one hundred eighty (180) actual working days, taken from and including the first day of employment. At any time prior to the completion of the one hundred eighty (180) actual working day probationary period, the employee may be dismissed by the Employer without appeal by the Union. Probationary employees who are absent during the first one hundred eighty (180) actual working days of employment shall work additional days equal to the number of days absent, and such employee shall not have completed her probationary period until these additional days have been worked. Time worked as substitute shall not count toward seniority or completion of the probationary period. The number of hours worked per day will not effect seniority.

Upon satisfactory completion of the probationary period, the employee's seniority shall be retroactive to the first (1<sup>st</sup>) day of work.

#### **SECTION B Classification Seniority**

Seniority in the classification shall be as of the date of entry into the classification, except for a probationary employee, in which case it shall be the date of completion of probation as provided in (A) above.

Whenever two (2) or more members of the unit have equal seniority, they shall be ranked using the following criteria and in the order stated:

1. The employee with the earliest date of hire shall be ranked first.
2. If the employees have the same hire date, the employee with the least number in the last (4) digits of the employee's social security number shall be ranked first.

#### **SECTION C Loss of Seniority**

An employee will lose her seniority for the following reasons:

1. She resigns from a classification covered by this Agreement.
2. She is discharged and not reinstated through the Grievance Procedure.
3. Upon normal retirement.
4. When recall rights terminate.

**SECTION D            Seniority List**

Upon annual request of the Union, a current seniority list shall be made available to each employee covered by this Agreement. Such list shall contain date of hire, classification, seniority date, and the employee's rate of pay.

**SECTION E            Assignment Outside of Unit**

Employees transferring to a position outside the bargaining unit, or who are promoted to a supervisory position, shall have their seniority frozen at that point. Said employee shall have the right to exercise her seniority and bid on a vacant position within the bargaining unit if one becomes available.

**SECTION F            Assignment Outside of Classification**

Seniority in a lower classification will continue to accrue in that classification when an employee is promoted to a higher classification. Seniority in a higher classification will be frozen in that classification when an employee is assigned to a lower classification.

**SECTION G            Lay-Off**

Unit and classification seniority will be frozen during periods of lay-off, and shall continue to accrue if an employee returns from lay-off.

**SECTION H            Leaves**

Unit and classification seniority will continue to accrue during paid leaves and leaves due to illness or disability, and during unpaid leaves while receiving worker's compensation. Seniority will be frozen during unpaid leaves of more than four (4) weeks in duration taken for reasons other than illness or disability.

**ARTICLE X**

**LAY-OFF AND RECALL**

**SECTION A            Definition**

"Lay-off" shall be defined as a reduction in work force as determined exclusively by the Employer.

**SECTION B            Lay-Off Process**

No employee shall be laid off pursuant to reduction in the work force unless said employee shall have been notified of said lay-off at least five (5) calendar days prior to the effective date of lay-

off. In the event of a reduction in work force, the Employer shall identify the specific position(s) to be eliminated, and shall notify the employee in that position(s). Employees whose positions have been eliminated due to reduction in work force, or who have been affected by a lay-off/elimination of position, shall have the right to assume a position in their classification(s) as defined in Appendix A for which they are qualified, which is held by a less senior employee in that classification. Whether an employee is qualified, as that term is used in this Article, shall be determined by the job description. Higher classification employees subject to lay-off shall be assigned to a position held by a lower classification employee with lowest seniority having comparable hours, provided she is qualified and has greater seniority. A new employee shall not be employed by the Employer in a classification while there are laid off employees from that classification who are qualified for a vacant or newly created position in that classification. Higher classification employees subject to lay-off, at the option of the employee, may assume a position in a lower classification instead of assuming a position in their classification of any employee with lower total seniority.

Whenever two (2) or more members of the unit have equal seniority, they shall be ranked using the following criteria and in the order stated:

1. The employee with the earliest date of hire shall be ranked first.
2. If the employees have the same hire date, the employee with the least number in the last four (4) digits of the employee's social security number shall be ranked first.

#### **SECTION 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 in a classification, qualified employees in the classification with the greater seniority may use same to displace employees with less seniority in positions having a greater number of work hours on the work schedule. A reduction of any employee's work hours shall not take effect until five (5) calendar days after written notice to the affected employee is given by the Employer.

#### **SECTION D            Recall**

Laid off seniority employees shall be recalled in order of seniority within classification, with the most senior being recalled first to any position in the classification for which she is qualified.

#### **SECTION E            Recall Process**

Notices of recall shall be sent by certified or registered mail to the 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 five (5) calendar days from receipt of notice, excluding Saturdays, Sundays, and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work, providing

the employee has indicated an intent to return, and reports within a ten (10) day period. Employees recalled to the same or greater proportion of work than they had at the time of lay-off, for which they are qualified, are obligated to take said work. An employee who declines recall to such work for which she is qualified shall forfeit her seniority rights. Recall rights for seniority employees shall terminate at the end of a time on lay-off equal to their accrued seniority, or two (2) years after the effective date of lay-off, whichever is shorter. Probationary employees shall not have recall rights.

**SECTION F            Unemployment Compensation**

An employee who normally does not work in the summer, who is laid off in the summer, who receives unemployment compensation benefits, and who is recalled before October 1<sup>st</sup> of that year, shall have her compensation adjusted by an amount equal to the unemployment compensation received.

**SECTION G            Substitute Work**

Upon application, laid off employees will be given first opportunity for substitute work at the substitute rate of pay, provided they indicate an interest in the substitute work and are qualified.

**ARTICLE XI**

**VACANCIES AND JOB POSTING PROCEDURES**

**SECTION 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 a qualified employee from the classification on lay-off.

**SECTION B            Posting**

All bargaining unit vacancies shall be posted in a conspicuous place in each building of the District for a period of seven (7) business days, Monday through Friday. Copies of postings will be sent to the Local Union Steward at the time of posting. Said posting shall contain the following information:

Type of work; location of work; starting date; rate of pay; hours to be worked; minimum requirements; and classification.

**SECTION C            Application for Vacancy**

Interested employees may apply in writing to the Central Office Administrator or designee within the seven (7) day posting period. The Employer may temporarily fill any vacancy during the posting and selection process with another employee or with a substitute.

**SECTION D            Input**

When feasible within time constraints, before a job description is changed or a vacancy is posted, the Employer will seek input regarding proposed revisions from the Steward, the person in or leaving the position, and a person from the same classification or work location.

**SECTION E            Filling Vacancies**

Vacancies shall be filled on the following basis: qualifications, past work record, demonstrated ability to perform the work involved, and other relevant factors. All factors being deemed equal, an employee with the most seniority making application shall be transferred to fill the vacancy.

**SECTION F            Notice of Selection**

Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each bargaining unit applicant shall be so notified in writing. If an applicant for a vacancy does not agree with the selection, the employee may request, within two (2) days, a meeting with the Superintendent to discuss the selection made.

**ARTICLE XII**

**CLASSIFICATION AND COMPENSATION**

**SECTION A            Classification**

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.

**SECTION B            Compensation**

The basic compensation of each employee shall be as set forth in Appendix A. When an employee is reassigned from one classification to another, the employee will be compensated at the appropriate pay rate. A new hire with relevant work experience may be given experience credit as determined by the Employer up to Step 2. By agreement with the Union at the request of the Employer, a new hire may be paid above Step 2. When an employee is promoted to a higher classification, the Employer will determine the appropriate step that the employee will enter the new classification. However, the employee will not receive a lower hourly pay rate than the employee was previously receiving.

## **SECTION C            Overtime**

Overtime work will be voluntary to the extent feasible, but may be required. In order to be compensated for any overtime, the overtime must be requested and approved in advance by the employee's immediate supervisor. Supervisors must have approval of the Central Office Administrator to authorize overtime, but that will not be the employee's responsibility. 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 (1-1/2) will be paid for all hours worked over forty (40) hours in one (1) week.
2.     Paid leaves shall not count toward hours worked.
3.     Compensatory time off may be given if mutually agreeable to the Employer and the employee.
4.     Overtime shall be divided and rotated as equally as possible within the building according to seniority, and among those employees who regularly perform such work, provided they are qualified to perform such work.
5.     It is recognized that overtime is a responsibility of the job. When there is an insufficient number of volunteers for overtime, overtime may be assigned to that qualified employee in the building who has worked the least amount of overtime during the current school year.

## **SECTION D            Mileage**

An employee using her own personal vehicle in the course of her job will be reimbursed at the current District approved rate for mileage.

## **SECTION E            Meetings**

Employees may be required to attend meetings outside regular work hours. Employees required to attend such meetings will be compensated at the employee's regular wage rate. Required meetings will be so specified, otherwise they will be considered voluntary.

## **SECTION F            Temporary Assignment**

If a secretary is absent three (3) or more consecutive days during the time school is in session, a school support staff or secretarial aide assigned responsibility for that position shall be compensated at a rate of one dollar fifty cents (\$1.50) per hour, in addition to her regular salary, effective the first (1<sup>st</sup>) day in that assignment. This temporary assignment shall not be for longer than



thirty (30) calendar days, except by mutual agreement to extend the temporary assignment.

**SECTION G            Act of God Days**

1.        All secretaries, except central office secretaries, are not expected to be at work on an Act of God day; however, these secretaries are expected to make up each Act of God day by working according to the revised school calendar.

Central office secretaries are expected to report to work, and will be paid at time and half (1-1/2) for all time worked, unless called by the Assistant Superintendent and told not to report to work. If told not to report to work, the secretary will not be docked any pay. If the employee does not report to work, the central office secretary will be charged a vacation day, personal business day, or an unpaid leave for the day. The employee will designate the type of leave to charge.

2.        When school is canceled due to inclement weather or other Acts of God, all other employees will not be required to report on such days and will not be paid, except as required by the Employer. These employees will be required to work on any make-up days. In the event an employee receives unemployment compensation benefits (including underemployment benefits) during the school year 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.

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

**ARTICLE XIII**

**INSURANCE**

**SECTION A            Health Insurance for Full-Year Employees**

The Employer shall provide the Blue Cross/Blue Shield, Flexible Blue 2 Plan, with Flexible Blue Prescription Drug and Preventative Care, effective January 1, 2007. The Employer shall pay the full premiums for single, two-person and family coverage for the duration of the contract.

The Flexible Blue Plan includes a one thousand two hundred fifty dollar (\$1,250.00) single, and two thousand five hundred dollar (\$2,500.00) two-person and family calendar year deductible. The plan shall include riders DC, FB-OCSM-24, FB-PC500M, CI, PCD2, PD-CM and XVA. For employees enrolled in the Flexible Blue 2/HSA plan, the Board shall also deposit one thousand two hundred fifty dollars (\$1,250.00) single employee, and two thousand five hundred dollars (\$2,500.00) two-person or family, into the employee's Health Savings Account prior to January 1<sup>st</sup> of each year for the duration of this contract. The employee becomes the owner of the HSA funds upon the Board's deposit. If the deductible amounts should increase because of IRS mandates and/or Blue Cross/Blue Shield changes, the Board will deposit the full deductible amount during the duration of this contract. The Board will pay the HSA/Debit Card administrative fees (not individual fees) for

all enrolled employees for the term of this contract.

Cash-in-lieu amounts shall be increased to four thousand dollars (\$4,000.00) annually for those not taking insurance. If one (1) additional bargaining unit member who is eligible for health insurance chooses cash-in-lieu, the amount will increase to four thousand five hundred dollars (\$4,500.00), and if two (2) additional bargaining unit members who are eligible for health insurance choose cash-in-lieu, the amount will increase to five thousand dollars (\$5,000.00). (Implementation of the cash-in-lieu amounts will be implemented by paying the four thousand dollar [\$4,000.00] amount twice per month [twenty-four (24) times per year] in equal amounts.) Increase in cash-in-lieu amounts is calculated by individual contracts. The secretarial contract base will be three (3). If the change in the cash-in-lieu contract base is after July of the current contract year, the amount will be prorated based on which month it was effective. For example, if someone switched in November, the increase would be \$292.00 ( $500 \times 7/12$ ). If the cash-in-lieu is increased from the base, it will also be decreased if the number of employees taking cash-in-lieu is decreased in the same ratio as the increase, with the minimum being the base of four thousand dollars (\$4,000.00).

**SECTION B            Life Insurance**

The Board will provide to each employee twenty thousand dollars (\$20,000.00) term life insurance with AD & D through a carrier selected by the Board.

**SECTION C            Dental Insurance**

The Employer shall pay the premiums for SET ASSURANT Dental Plan 80/80/80, with one thousand dollar (\$1,000.00) maximum.

**SECTION D            Vision Insurance**

The Employer shall pay the premiums for SET SPECTRA Vision Plan 3.

**SECTION E            Long Term Disability Insurance**

The Board will provide to each employee long-term disability insurance through a carrier selected by the Board beginning on the ninetieth (90<sup>th</sup>) calendar day following the onset of disability, providing sixty-six and two-thirds percent (66-2/3%) of the employee's salary.

**SECTION F            Coverage Period**

Payment for insurance benefits, as described above, will be provided to full-year secretaries only for a full twelve (12) month period.

**SECTION G            Health Insurance Contribution for Regular Part-Year Employees Working At Least Four (4) Hours Per Day and 180 Days Per Year**

1. The Board will provide to each regular, part-year employee working at least four (4) hours per day and one hundred eighty (180) days per year, her choice of one thousand dollars (\$1,000.00) annually toward the health insurance plan provided by the Board for a full twelve (12) month period, with the remaining amount paid through payroll deduction.

- OR -

2. One thousand dollars (\$1,000.00) annually in lieu of health insurance.

**SECTION H Health Insurance Contribution for Library Aide with College Degree**

1. The Board will provide to each library aide who has a college degree, or the equivalent as determined by the Employer, working at least seven (7) hours per day and one hundred eighty (180) days per year, her choice of two thousand dollars (\$2,000.00) annually toward the health insurance plan provided by the Board for a full twelve (12) month period, with the remaining amount paid through payroll deduction.

- OR -

2. Two thousand dollars (\$2,000.00) annually in lieu of health insurance.

**SECTION I Insurance for Other Employees**

Other employees can participate in health, life, and LTD insurance plans at their own expense, and subject to any and all limitations or restrictions of the applicable policy, plan or program.

**SECTION J Enrollment**

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

**SECTION K Termination of Benefits**

If an employee terminates employment, is terminated, laid off, or goes on an unpaid leave, insurance benefits will cease at the end of the next succeeding month following termination, or when enrolled for other coverage through a new employer, through retirement insurance, or through a spouse's plan, whichever is earlier.

**SECTION L Continuation of Coverage**

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

**SECTION M            Double Coverage**

The District will not be obligated to provide more than one (1) health insurance program to a family unit. If the employee's spouse is also an employee of the District, the bargaining unit member shall designate who is to be the carrier of health insurance and the other shall be eligible for the option. Employees receiving primarily comparable insurance coverage through a spouse shall not be eligible for insurance coverage provided by the District. There shall be no double coverage.

**ARTICLE XIV**

**EVALUATION**

**SECTION A            Evaluation**

Employees shall be evaluated on a regular basis with yearly evaluation as the minimum goal. Employees can be expected to be evaluated on all relevant aspects of their employment. Employees will be evaluated on the Employer's standard form which will be made available to employees prior to evaluation.

**SECTION B            Response**

Following each formal evaluation, 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) days. All written evaluations are to be placed in the employee's personnel file.

**ARTICLE XV**

**HOLIDAYS**

**SECTION A            Holidays**

All employees shall be paid for the following holidays, provided they occur during a scheduled work week:

1.     Labor Day
2.     Thanksgiving Day
3.     Friday after Thanksgiving
4.     Martin Luther King Day, if school is not in session

5. President's Day, if school is not in session
6. Good Friday - equal time off will be granted if school is held on Good Friday. If school is not held on Good Friday, it will not be a paid holiday.
7. Memorial Day
8. Fourth of July

Business Office full-time secretaries will have the following additional holidays:

Christmas Eve, Christmas, Day after Christmas, New Year's Eve and New Year's Day.

## **SECTION B            Conditions**

Holiday pay is subject to the following provisions:

1. The employee is a permanent employee as of the date of the holiday.
2. The employee would have otherwise been scheduled to work on such day if it had not been observed as a holiday.
3. 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 approved paid leave.
4. An employee eligible under the above provisions shall receive her regular daily rate for said holiday.
5. An employee who is required to work on any of the designated holidays shall receive an amount not greater than double-time (2X) for all hours worked on said holiday.
6. When a holiday falls on a Saturday or Sunday, or on a day when student instruction is scheduled, the Board 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 XVI**

### **LEAVES**

#### **SECTION A            Sick Leave**

1. Full-time secretaries working forty-six (46) weeks or more, will be entitled to paid sick leave accumulated at the rate of thirteen (13) days per year. Secretaries employed either less

than forty-six (46) weeks, or less than full-time, will receive sick leave benefits on a pro-rated basis. Sick leave will have unlimited accumulation. Pro-ration of sick leave will be based on the following formula, rounded to the nearest half-day:

$$(13/46) * \text{number of weeks worked} = \text{rounded to the nearest half (2) day}$$

Any part-time secretary will only be credited with sick leave time equivalent to the number of hours worked per day. School support staff or aides working at least six (6) hours per day for at least one hundred seventy (170) days per fiscal year will receive one (1) sick day per month (maximum ten [10] days per year), unlimited accumulation.

2. At the beginning of the contract year, the employee will have the current year's allowance available regardless of the number of days accumulated. However, if an employee terminates employment before the days used would have been earned, the amount for those days used in excess will be deducted from the employee's last paycheck. At the end of the year, unused days from the allowance will be credited to accumulated unused sick leave.

3. A record of sick leave accumulated and taken shall be made available to the employee or the Union upon request but not more than two times (2X) per fiscal year.

4. Upon retirement from the Williamston Community Schools, under the provisions of the Michigan Public Schools Retirement Plan, after ten (10) years of employment in the District, the employee will be paid for unused accumulated sick leave calculated as follows to a 401(a) plan:

Thirty (30) days deducted  
Pay fifty dollars (\$50.00) per day (at least six (6) hours per day)  
Maximum of five thousand dollars (\$5,000.00)

## **SECTION B Leaves Of Absence Charged To Sick Leave**

### **1. Personal Sick Leave**

The employee may use sick leave for her own personal illness or disability as required up to the number of days available to the individual. The Employer may require written verification from a physician.

### **2. Family Member Illness**

Four (4) days per year may be used for the critical illness 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. "Critical illness" shall be defined as a serious condition requiring the presence of the employee. The Employer may require

written verification from a physician. Additional days may be granted upon approval of the Central Office Administrator.

**3. Bereavement**

- (a) Each employee will be granted up to a three (3) day leave, deducted from sick leave, in the case of a death in the immediate family. For purposes of this Section, the immediate family will be defined as parent, spouse, child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half-brother, half-sister, and dependent for IRS purposes living in the employee's household. Additional days without pay may be granted by the Employer, under (a), (b), and (c) of this Section.
- (b) Each employee will be granted up to a one (1) day leave, deducted from sick leave, in the case of a death of brother-in-law, sister-in-law, uncle, aunt, nephew, niece or first cousin.
- (c) Each employee will be granted up to a one (1) day leave, deducted from sick leave, in the case of a death of an individual not mentioned above in 3(a) or 3(b) .

**SECTION C Paid Leave Of Absence Not Charged To Sick Leave**

**1. Necessary Business Leave**

Each part-year secretary (at least thirty-five (35) weeks per year) may use up to one (1) day per fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) for necessary business. Full-year secretaries (at least forty-one (41) weeks per year) may use up to two (2) days per fiscal year for necessary business. Unused business days as of June 30<sup>th</sup> will revert to sick leave days. 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 or doctor's appointments that cannot be conducted outside of regular work hours and which require the presence of the employee. Necessary business leave cannot be used for social or recreational activities, travel, other employment, or other non-essential purposes. An employee planning to use a necessary business day shall submit her written request to her immediate supervisor for approval stating the reason that she is requesting to use a necessary business day at least forty-eight (48) hours in advance, except in cases of emergency. Necessary business days shall not be taken the day before or the day following a holiday or vacation.

2. **In-Service**

A leave of absence with pay, not charged against the employee's sick leave, may be granted for in-service activities, attending conferences, conventions, workshops and seminars, when such attendance is approved by the Central Office Administrator.

3. **Witness**

A leave of absence with pay, not charged against the employee's sick leave, 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 deducted from the employee's pay.

4. **Jury Duty**

- (a) A seniority employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Board in an amount equal to the difference between the amount of wages the employee otherwise would have earned by working straight time hours for the Board 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).
- (b) In order to receive payment, the employee must give the Board 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.

**SECTION D Leave Of Absence Without Pay Or Fringe Benefits**

- 1. A leave of absence of up to three (3) months shall be granted for the purpose of child care upon the request of the employee to care for a newborn, newly adopted, or critically ill child.
- 2. An employee whose illness or disability, including maternity 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.
- 3. The reinstatement rights of any employee who has been required to serve in the



military service, or has done so during a time of war, shall be determined in accordance with the provisions of federal, state, or local law granting such rights.

4. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling her annual field training obligations, provided the employee makes written request for such leave of absence immediately upon receiving her orders to report for such duty.

5. An employee may be granted a leave of absence at the Board's discretion for up to one (1) year for personal reasons, including but not limited to, child care, study, family concerns, or travel.

6. All requests for a leave of absence shall be in writing stating the reason for the requested leave and the expected duration.

7. An employee on an approved leave of absence shall notify the School District of her intent to return to employment at least thirty (30) days prior to the expiration of the approved leave.

8. An employee on an approved leave of absence will be returned to the employee's former position if the leave does not exceed three (3) months (or for a medical leave of up to one (1) year). For longer leaves, the employee will only be returned from leave when there is a vacancy in the classification the employee was formerly in, or a lower classification, and the employee is qualified for the vacant position. Until such a vacancy exists, the employee will remain on leave of absence for not to exceed a total of three (3) years.

9. The conditions of a leave and the conditions of return from leave will be specified by the Employer at the time the leave is approved.

10. Extensions of all leaves may be granted at the discretion of the Board.

## **SECTION E            Worker's Compensation**

A seniority employee who suffers injury compensable under the Worker's Compensation Act shall continue to receive her regular rate of pay for time lost during the first seven (7) days not covered by the Worker's Compensation Act, provided she follows the instructions of a physician as determined by the Employer, and provided she returns to work not later than the time recommended by an appropriate medical authority. Any Worker's Compensation paid for any days during the first seven (7) days will be turned over to the Employer, and pro-rata credit of sick leave granted to the employee. Following the first seven (7) days, such seniority employee shall be paid the difference between her regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until her sick leave is exhausted.

**SECTION F                      Good Attendance Reward**

Any employee who has accumulated thirty (30) sick leave days will be paid an attendance bonus for the period from July 1<sup>st</sup> to June 30<sup>th</sup> at the following bonus rates and qualifications:

No sick, personal or dock days	\$250.00
No sick days	\$200.00
One (1) sick day	\$175.00
Two (2) sick days	\$125.00

Sick days for this bonus will not include Bereavement Leave.

**ARTICLE XVII**

**JURISDICTION**

Employees of the Employer not covered by the terms of this Agreement may perform work covered by this Agreement when the work has not been exclusively performed by employees in the unit; or when such work has been performed in the past by non-unit employees; or for financial reasons; or for the purpose of instructional training or experimentation; or in cases of emergency; or on a temporary basis.

**ARTICLE XVIII**

**CONTRACTUAL WORK**

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members.

The Employer may assign unit work to non-bargaining unit employees, including students, volunteers, persons funded through other programs, and seasonal workers, such as summer help, provided that when such individuals are used during regular work hours, they are used primarily to supplement the work of regular employees.

**ARTICLE XIX**

**NEW JOBS**

The Employer may create new jobs as deemed necessary. The Employer shall notify the Union in writing of any new job. The Union may request to negotiate the pay rate within thirty (30) days of written notification. Any negotiated change in pay rate will be effective from the date the employee first began working in the new position. When a new job has been assigned a permanent rate of pay, the new job shall be added to and become a part of Schedule A of this Agreement.

## **ARTICLE XX**

### **NO STRIKE**

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.

## **ARTICLE XXI**

### **EXTENT OF AGREEMENT**

#### **SECTION 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.

#### **SECTION 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, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

#### **SECTION 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 XXII**

### **NEGOTIATIONS PROCEDURE**

#### **SECTION A Teams**

Neither party in any negotiations shall have any control over the selection of the negotiation or 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.

**SECTION B            Agreement**

There shall be six (6) signed copies of any final Agreement. Three (3) copies shall be retained by the Employer and three (3) by the Union. Copies of this Agreement shall be printed, at the equally shared expense of the Employer and the Union, within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed or hereafter employed by the Employer.

**ARTICLE XXIII**

**MISCELLANEOUS**

**SECTION A            Absence**

Any employee who is unable to report for work must notify the appropriate supervisor at identified phone number(s) as soon as possible, but in no event later than one (1) hour prior to the employee's reporting time so that a substitute can be obtained or other arrangements can be made.

**SECTION B            Resignation**

Any employee who resigns from employment shall give at least two (2) weeks written notice to the employee's supervisor if at all possible.

**ARTICLE XXIV**

**TERMINATION AND MODIFICATION**

**SECTION A            Termination Date**

This Agreement shall continue in full force and effect until June 30, 2011.

**SECTION B            Extension**

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

**SECTION C            Request to Amend**

If either party desires to modify or change this Agreement it shall, ninety (90) calendar days prior to the termination date, or any subsequent termination date, 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 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.

**SECTION D            Notice**

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed 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 the Williamston Community Schools, 418 Highland Street, Williamston, Michigan 48895, or to any other such address the Union or the Employer may make available to each other.

**SECTION E            Effective Date**

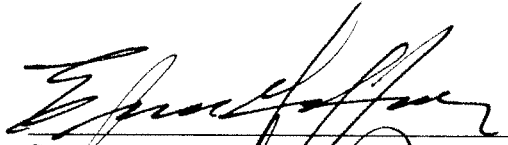
The effective date of this Agreement is July 1, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives.

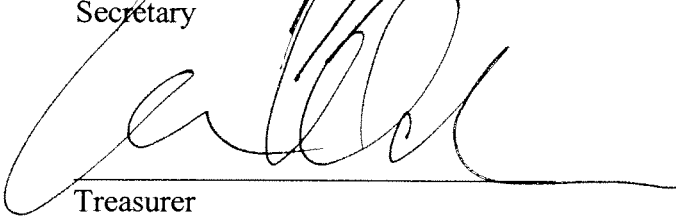
**WILLIAMSTON COMMUNITY SCHOOLS**



\_\_\_\_\_  
President

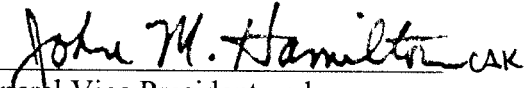


\_\_\_\_\_  
Secretary

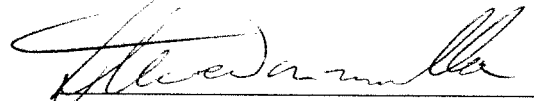


\_\_\_\_\_  
Treasurer

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



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



\_\_\_\_\_  
President



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

BL/tjf/kjp  
opeiu42afl-cio

**APPENDIX A**

**WAGE SCHEDULE**

**SECRETARIAL/CLERICAL DEPARTMENT**

**BUSINESS OFFICE SECRETARY CLASSIFICATION**

<b><i>Bookkeeper</i></b> (52 weeks)	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
7/01/09*	\$15.78	\$16.37	\$17.53	\$18.11	\$18.71	\$19.28
7/01/10*	\$15.78	\$16.37	\$17.53	\$18.11	\$18.71	\$19.28

<b><i>Payroll Clerk**</i></b> (52 weeks)	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
7/01/09*	\$13.03	\$13.63	\$14.38	\$15.06	\$15.82	\$16.63
7/01/10*	\$13.03	\$13.63	\$14.38	\$15.06	\$15.82	\$16.63

<b><i>Accounts Payable**</i></b> <b><i>Clerk</i></b> (52 weeks)	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
7/01/09*	\$13.03	\$13.63	\$14.38	\$15.06	\$15.82	\$16.63
7/01/10*	\$13.03	\$13.63	\$14.38	\$15.06	\$15.82	\$16.63

<b><i>Personnel Clerk**</i></b> (52 weeks)	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
7/01/09*	\$13.03	\$13.63	\$14.38	\$15.06	\$15.82	\$16.63
7/01/10*	\$13.03	\$13.63	\$14.38	\$15.06	\$15.82	\$16.63

\*\* If Payroll Clerk, Accounts Payable Clerk or Personnel Clerk performs a majority of two (2) Clerk position duties, they will be paid an additional one dollar (\$1.00) per hour. This rate adjustment will be determined by the Administration, and the determination will not be grievable.

All Business Office Secretaries will work fifty-two (52) weeks a year with paid vacations and

holidays. Paid vacations will be earned as follows: one (1) to ten (10) years - three (3) weeks; and eleven (11) years and above - four (4) weeks.

**SECRETARY CLASSIFICATION**

<i>Secretary III - Class</i>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
7/01/09*	\$13.44	\$14.15	\$14.86	\$15.61	\$16.37	\$17.21
7/01/10*	\$13.44	\$14.15	\$14.86	\$15.61	\$16.37	\$17.21

(Principal's Secretary (one per building); Special Education Director's Secretary; and Community Education Secretary)

<i>Secretary II - Class</i>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
7/01/09*	\$12.82	\$13.44	\$14.15	\$14.86	\$15.61	\$16.37
7/01/10*	\$12.82	\$13.44	\$14.15	\$14.86	\$15.61	\$16.37

(Assistant Principal's Secretary (one per building); and High School Athletic Director)

<i>School Support Staff</i>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
7/01/09*	\$11.06	\$11.62	\$12.24	\$12.83	\$13.48	\$14.16
7/01/10*	\$11.06	\$11.62	\$12.24	\$12.83	\$13.48	\$14.16

<i>Library Aides</i>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>If 4 Year College Degree and Demonstrated Ability</b>
7/01/09*	\$11.06	\$11.60	\$12.19	\$12.81	Add to Step \$3.57
7/01/10*	\$11.06	\$11.60	\$12.19	\$12.81	Add to Step \$3.57



<i>Secretarial Aides/ Office Aides</i>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
7/01/09*	\$9.85	\$10.33	\$10.83
7/01/10*	\$9.85	\$10.33	\$10.83

\* A three hundred dollar (\$300.00) off scale payment to each employee for 2009-2010 and 2010-2011 will be paid the first (1<sup>st</sup>) pay in September of each year. Those eligible for step increases will receive them.

If the teacher's bargaining unit receives a higher wage increase as a result of insurance savings, for the duration of the contract, then the members of this bargaining unit may receive up to the same increase if the increase is higher than two percent (2%) plus incentive. If the teacher's bargaining unit receives a higher wage increase for any other reason than insurance incentive, then the Union and the Employer may immediately open the contract for negotiating an increase to wages, up to the amount received by the other bargaining unit.

### **Step Advancement**

All step advancements will be effective July 1<sup>st</sup> through June 30<sup>th</sup> of each year. An employee must begin work prior to January 1<sup>st</sup> to be eligible for a step advancement after July 1<sup>st</sup>. In order for an employee to advance from one step to the next, the employee has to actually work (including paid leave days) at least sixty percent (60%) of the scheduled workdays for that classification during the preceding year, otherwise, the employee will remain at the current step level.

### **Longevity**

Based on continuous service in a department in the District (not counting outside experience), a secretary will also receive a longevity payment, paid annually, according to the following:

<b>Secretaries</b>	
Six (6) or more and less than ten (10) years	2-1/2%
Ten (10) or more and less than fourteen (14) years	3-1/2%
Fourteen (14) or more and less than eighteen (18) years	4-1/2%
Eighteen (18) or more and less than twenty-two (22) years	5-1/2%

Twenty-two (22) years or more	6-1/2%
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<b>School Support Staff and Aides</b>	
After ten (10) years and less than fifteen (15) years	\$200.00
After fifteen (15) years and less than twenty (20) years	\$250.00
Twenty (20) years or more	\$300.00

<b>Seniority Date</b>	<b>Paid</b>
June 1 <sup>st</sup> to December 15 <sup>th</sup>	Paid first (1 <sup>st</sup> ) pay in December
December 16 <sup>th</sup> to March 15 <sup>th</sup>	Paid last pay in March
March 16 <sup>th</sup> to May 31 <sup>st</sup>	Paid with second (2 <sup>nd</sup> ) pay in June

Longevity payment shall be based on employee's anniversary date of hire into a permanent position.

Longevity payment shall be made on the first (1<sup>st</sup>) payroll in December of each fiscal year.

## **Reclassification Procedure for Williamston Public Schools-Secretarial Bargaining Unit.**

Reclassification: The process of requesting approval for, and analyzing position content of, a staff support bargaining unit position for placement on a higher or lower salary grade of the pay scale. The position may have seen significant change in duties and responsibilities, including addition, deletion or modification of assignments or differences or changes in organizational requirements or goals and/or technological changes.

The purpose of this procedure is to provide supervisors and employees with the timeline and process for requesting reclassification.

1. An employee or any person in the supervisory chain may request reclassification of a position in the secretarial bargaining unit.
2. Reclassification requests may be submitted to the Asst. Superintendent during the months of October and April. Positions that have been reviewed for reclassification within the preceding twelve months are ineligible for consideration.
3. Reclassification requests will be initiated using the Reclassification Request Form. To be considered, the form must be completed and signed by the position supervisor. (If the Supervisor refuses to sign, the employee may request again the following year and may submit the Reclassification Request Form without the signature of their Supervisor.)
4. Once the Reclassification Request Form is signed by the supervisor, it should be forwarded to the Asst. Superintendent, along with the Reclassification Analysis Form.
5. The employee and/or Supervisor making the request shall receive an acknowledgement by the Asst. Superintendent, within two weeks.
6. The Reclassification Analysis Form will be filled out by the employee, signed by the employee and Supervisor and returned to the Asst. Superintendent along with the Reclassification Request Form.
7. The Asst. Superintendent may conduct a job audit for the purpose of verifying the duties and responsibilities as represented in the Reclassification Analysis Form. The Asst. Superintendent will contact the employee and Supervisor to schedule a job audit. A vacant office or conference room is usually the best place to conduct a desk audit. If the audit is to take place at your desk and you are in a high-traffic area, please make arrangements to keep interruptions to a minimum by asking someone to cover your phone calls or visitors. Your Supervisor will not be at the audit, but may be asked questions later regarding your position. The audit focuses on your position, duties and responsibilities. Be prepared to answer questions about your job and your involvement in the total process of the office/school, etc. It is the position that is being reviewed rather than the person. An audit should take 1-2 hours. (Reclassification decisions are based on information provided by you at the audit, input from your Supervisor, the current job description and information from the Reclassification Analysis Form)
8. The Asst. Superintendent shall issue a decision within 30 days of the job audit, or if no job audit, within 30 days of receiving the Reclassification Analysis Form. Notification of

the decision shall be sent to the employee, Supervisor and the Union. Any change in pay rate would be implemented by the next pay period after approval.

9. If not approved, the employee may appeal the decision by submitting a written appeal to the Superintendent within 30 days of the denial. The Asst. Superintendent shall provide, in writing, the reasons and/or rationale for such denial. (If not approved, the employee or Supervisor may not submit another reclassification request for one year from the denial, for either an October or April review.)
10. The Superintendent shall issue a decision within 30 days of receipt of the appeal. The Superintendent may request to meet with the employee and Supervisor before issuing his/her decision. The decision of the Superintendent shall be final and not subject to the grievance procedure.

# Reclassification Request Form

Please complete this form, attach the following completed materials, and submit to the Asst. Superintendent:

1. Reclassification Analysis Form
2. Current job description

Employee Name: \_\_\_\_\_

Current Classification: \_\_\_\_\_

Recommended Classification: \_\_\_\_\_

Work Location: \_\_\_\_\_

Phone: \_\_\_\_\_ email: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Reclassification Analysis Form

Position \_\_\_\_\_ Incumbent \_\_\_\_\_

**Deleted Duties:** Identify those duties, tasks and responsibilities listed in your current position description that are no longer performed by the incumbent.

**Reduced Duties:** Identify those duties, tasks and responsibilities listed in the current position description that now constitute a lower percentage of the employee's work time.

**New Duties:** Identify new duties, tasks and responsibilities not listed in the current position description.

**Expanded Duties:** Identify those duties, tasks and responsibilities listed in the current position description that now constitute a larger percentage of the employee's work time.

Explain what caused the position changes listed above. Be specific as to how those changes occurred and in what time frame. If possible, provide the name(s) of another employee whose position compares favorably with the incumbent's position. (Use additional pages, if necessary)

I am requesting the above position be reviewed for a possible reclassification.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date