

AGREEMENT

between

WILLIAMSTON COMMUNITY SCHOOLS  
BOARD OF EDUCATION

418 Highland Street  
Williamston, MI 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, MI 48302

PARA-PROFESSIONALS  
BARGAINING UNIT

JULY 1, 2012 – JUNE 30, 2013

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## ARTICLE I

### PURPOSE

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

## ARTICLE II

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

#### Section 1 - Union Recognition

The Union shall be responsible for maintaining a due process procedure for non-members to determine how their fee is utilized, and to provide the non-member an expeditious and impartial hearing regarding any objections. The Union shall provide a copy of said procedure to the Employer upon request.

- a) The Board hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.
- b) The term "employee" as used herein shall include all regularly scheduled Para-Pros, but excluding supervisors, substitutes, and all other certified and non-certified employees.

#### Section 2 - Agency Shop

- a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union shall, within sixty (60) working days of the effective date of this provision, or within sixty (60) working days of their date of hire by the Board, whichever is later, become members, or in the alternative shall, within sixty (60) working days of their date of hire by the Board, as a condition of employment, pay to the Union a service charge in an amount equal to the regular monthly dues uniformly required of Board employees who are members of the Union.

- b) An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition of acquiring or obtaining membership in the Union shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues or fees.
- c) Employees who fail to comply with the conditions of this Article shall be discharged by the Board within thirty (30) calendar days after receipt of written notice of such default is delivered to the Board by the Union.
- d) If any provision of this Article is deemed invalid under federal or state law, such provision shall be modified to comply with the provisions of said federal or state law.
- e) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.
- f) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.

### **Section 3 - Check-Off**

- a) The Board agrees to deduct from the pay of each employee the initiation fee, Union dues, or service fees, in which case the service fees shall be equal to the regular monthly Union dues of the Union, provided that written authorization signed by the employee is presented to the Board by the Union. Said initiation fee, Union dues, or service fees will be deducted from the first (1st) payroll each month for ten (10) months and remitted to the Financial Secretary of the Union within two (2) weeks after the first (1st) payroll of each month. The Board shall not be required to make any check-off for initiation fees, Union dues, or service fees if the employee's pay is not sufficient to cover initiation fees, Union dues, or service fees in any pay period. Authorization shall continue in effect from year to year unless revoked in writing between August 1<sup>st</sup>, October 1<sup>st</sup>, of any year.
- b) Such initiation fees, Union dues, or service fees, as and when deducted, shall be accounted for separately in the Board's general fund.
- c) The Union agrees to indemnify and save the Board, and including each individual School Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay, all court or administrative costs that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.

### **ARTICLE III**

#### **NON-DISCRIMINATION**

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

### **ARTICLE IV**

#### **VISITATION**

Upon request by the Union, consent of the Employer, and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided said visitation shall not disrupt orderly operations.

### **ARTICLE V**

#### **STEWARDS**

- a) The employees will be represented by a chief and an alternate steward, who shall be chosen or selected in a manner determined by the employees and the Union, whose names shall be furnished to the Board in writing by the Union.
- b) Arrangements will be made to allow the chief or alternate steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings upon approval of the immediate supervisor.
- c) The chief and the alternate stewards shall be deemed to head the seniority list for the purpose of lay-off and recall only, provided they are qualified to do the required work. Upon termination of their terms, they shall be returned to their regular seniority status.
- d) The chief steward shall be supplied the following information within a hired employee's first (1<sup>st</sup>) week of employment: name, date of hire, address, and assignment. The Employer will provide the social security number of the new employee to the Union.

**ARTICLE VI**  
**RIGHTS OF EMPLOYER**

**Section 1**

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 workstations 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 2 - 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 3 - 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 VII**

**SAFETY**

The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work in accordance with the provisions of the Occupational Safety and Health Act, state, and local regulations.

**ARTICLE VIII**

**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 IX**

**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, on a temporary basis, provided that when such individuals are used during regular work hours, they are used primarily to supplement the work of regular employees.

## **ARTICLE X**

### **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 XI**

### **SENIORITY**

- a) A newly hired employee shall be on a probationary status for sixty (60) working days, taken from and including the first day of employment. If at any time prior to the completion of the sixty (60) working days probationary period the employee's work performance is unsatisfactory, the employee may be dismissed during this period by the Board without appeal by the Union. Probationary employees who are absent during the first sixty (60) working days of employment shall work additional days equal to the number of days absent, and such employee shall not have completed his probationary period until these additional days have been worked.
- b) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of employment.
- c) Employees shall be laid off and recalled according to their seniority within classification.
- d) An employee will lose their seniority for the following reasons:
  - 1. The employee resigns;
  - 2. The employee is discharged for cause, and such discharge is not reversed through the Grievance Procedure;
  - 3. The employee retires.
    - a) Seniority shall continue to accumulate within the bargaining unit for an employee who transfers to a supervisory position, with that employee having the right to exercise their seniority and return to the bargaining unit in the event that the employee vacates their supervisory position.
    - b) One (1) seniority list shall be furnished to each employee covered by this Agreement, with a copy to the Union, on or about October 1<sup>st</sup> of each year. Such list shall contain each employee's name, date of hire, and assignment.

## ARTICLE XII

### DISCIPLINE DISCHARGE

- a) Dismissal, suspension, and/or other disciplinary action shall be only for just and stated causes with a copy sent to the Union. The employee shall have the right to defend themselves against any and all charges.
- b) The Employer will follow a policy of progressive discipline subject to “(c)” below, which includes verbal warning, written warning, reprimand, suspension, and discharge as a last resort.
- c) The point of initiation of any disciplinary action may be determined by the severity of the employee's behavior.
- d) Warnings and reprimands shall be discussed privately between the employee and the administrator, except when either party requests the presence of a Union and/or administration representative.
- e) When the Board feels that disciplinary action is warranted, such action must be initiated within five (5) working days from the date of the occurrence of the condition giving rise to the action, or within five (5) working days of the date it is reasonable to assume that the Board became fully aware of the conditions giving rise to the discipline.
- f) ***Notice of Discharge, Suspension, or Discipline***

The Board agrees that upon discharge, suspension, or discipline of any employee to notify the employee and the Union, in writing, of the discharge, suspension, or discipline within three (3) working days of said action.

- g) ***Factors Causing Disciplinary Action and/or Discharge***

Some of the factors causing suspension, dismissal, and/or any other disciplinary action, but not limited to, are as follows:

1. Absence for one (1) working day without proper notification to the Board, and without a good and sufficient reason;
2. Repeated and chronic tardiness;

3. Failure to return to work from an authorized leave of absence at the agreed upon date, without just and sufficient reasons, and the employee is physically unable to return from such leave, and does not notify the Board of the fact, shall be considered a voluntary resignation;
4. Willful insubordination;
5. Incompetence in work performance;
6. Conduct unbecoming of a public employee;
7. Conviction of a felony or circuit court misdemeanor;
8. Conviction of any misdemeanor involving moral turpitude, or theft, conversion, embezzlement, intentional destruction or damage to property of the Board;
9. Failure to return to work when recalled from lay-off as set forth in the recall procedure. In proper cases, exceptions shall be made;
10. Under the influence of intoxicants or controlled substances on Board property, or while on the job;
11. Consumes or sells intoxicants or controlled substances on Board property;
12. Steals Board property;
13. Duplicates School District-issued keys without proper authorization.

### **ARTICLE XIII**

#### **LEAVES OF ABSENCE**

##### **Section 1 - Sick Leave**

At the beginning of the contract year each employee will be given ten (10) sick days per 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, with no limit on maximum accumulation. Sick leave days may be used in two (2) hour increments.

## **Section 2 - Retirement Incentive**

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

Thirty (30) days deducted  
Pay fifty dollars (\$50) per day (at least six [6] hours per day)  
Maximum of seven thousand five hundred dollars (\$7,500)

## **Section 3 - Leaves Of Absence Charged To Sick Leave**

### **Personal Sick Leave**

The employee may use sick leave for her own personal illness or disability, or for medical, dental or optical examination or treatment as required up to the number of days available to the individual. The employer may require written verification from a physician.

### **Family Member Illness**

Up to 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.

## **Section 4 - Funeral Leave**

- a) Each employee will be granted five (5) days of Bereavement leave, paid at straight time rate for a death in the immediate family. For purposes of this Section, immediate family shall include parents, spouse, child, step-child, brother, sister, grandparents, grandchildren, step-father, step-mother, son-in-law, daughter-in-law, father-in-law, mother-in-law, half-brothers and half-sisters, and IRS qualified dependents living in the employee's household.
- b) Each employee will be granted three (3) days of Bereavement leave, paid at straight time rate, 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) Bereavement day, paid at straight time rate, in the case of a death of a close friend or family member not mentioned above in 3(a) or 3(b).
- d) Additional days paid from sick day balance or without pay will be granted by the Board upon request by the employee under (a), (b) and (c) of this section.

**Section 5 - Paid Leave Of Absence Not Charged To Sick Leave**

1. Necessary Business Leave

At the beginning of every school year, each Para-Pro shall be credited with two (2) personal business days, which shall not be deducted from the employee's allowable sick leave. Unused personal business 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 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 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 6 - Leave Of Absence Without Pay Or Fringe Benefits**

1. Leave of absence of up to three months shall be granted for the purpose of childcare upon the request of the employee to care for a newborn, newly adopted, or critically ill child. Employees will have the option of using sick days to the extent available during such leave.
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. Any employee in the bargaining unit who is either elected or appointed to full-time position or office in the Union, whose duties require his absence from work, shall be granted a leave of absence for the duration of such office or position, upon the employee making written request for such leave thirty (30) calendar days prior to the date that the employee desires to begin such leave.

6. 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, childcare, study, family concerns, or travel.
7. All requests for a leave of absence shall be in writing stating the reason for the requested leave and the expected duration.
8. 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.
9. An employee on an approved leave of absence will be returned to the employee's former position if the leave does not exceed three 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 years.
10. 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.
11. Extensions of all leaves may be granted at the discretion of the Board.

### **Section 7 - 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 8 - 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, to June 30 at the following bonus rates and qualifications:

No sick, personal or dock days	\$250
No sick and dock days	\$200
No sick days	\$175
One sick day	\$ 75
Two sick days	\$ 50

Sick days for this bonus will not include Bereavement Leave.

**ARTICLE XIV**

**GRIEVANCE PROCEDURE**

***Definitions:***

- a) A grievance shall be an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- b) The time elements in the steps can be shortened, extended, or waived upon written mutual agreement between the parties.
- c) Working days shall be defined as those days Monday through Friday, excluding all days in which school is not in session, except during summer recess.
- d) A grievance pertaining to alleged safety hazards may be processed directly to Step 3 of the Grievance Procedure, upon the employee having orally discussed the grievance with their immediate supervisor.
- e) Any grievance which is not appealed within the specified time limits set forth in that step level shall be considered settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of that step level, the appealing party may automatically appeal the grievance to the next step level of the Grievance Procedure.
- f) Any employee or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date that it is reasonable to assume that the employee or the Union first became aware of the conditions giving rise to the grievance, shall not hereafter be considered.

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 work day.
5. Granting or denying discretionary leaves of absence.

***Step One***

- a) Any employee having a grievance shall discuss the grievance orally with their immediate supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the chief steward to discuss the grievance.
- b) The chief steward then may submit the grievance in writing to the supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the chief steward shall sign the grievance.

***Step Two***

- a) The chief steward shall meet with the supervisor to discuss the grievance within five (5) working days of written submission to the supervisor.
- b) The supervisor shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the chief steward.

***Step Three***

- a) Any appeal of a decision rendered by the supervisor shall be presented in writing to the Superintendent of Schools or his designee, by the Union, within five (5) working days from the date of receipt of the answer given by the supervisor, and the Superintendent of Schools or his designee shall meet with a Business Representative of the Union at a time mutually agreeable to them, but not later than fifteen (15) working days following receipt of the appeal.
- b) The Superintendent of Schools or his designee shall give his decision in writing relative to the grievance within ten (10) working days of the date of the meeting with the Business Representative of the Union.

#### ***Step Four***

- a) Any appeal of a decision rendered by the Superintendent of Schools or his designee shall be presented in writing to the Board of Education within five (5) working days from the date of receipt of the decision rendered by the Superintendent of Schools or his designee. The Board, within ten (10) days after the receipt of the grievance, shall decide whether or not to schedule a hearing for the Board's next regular scheduled meeting. The Board shall communicate the decision to the Union within five (5) days. If the hearing is held, the Board shall render its decision within one (1) month from the date of the hearing.
- b) The Board of Education shall give their decision in writing relative to the grievance before the third (3<sup>rd</sup>) Monday of the following month of their meeting with the Business Representative of the Union.

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

- a) If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance may be submitted to arbitration.
- b) The appealing party shall request the American Arbitration Association to submit a listing of seven (7) persons to both parties. The representatives of the Board and the Union shall return the submitted listing of seven (7) persons to the designated mailing address of the American Arbitration Association within the specified time period, as furnished to the parties by the American Arbitration Association. Each party, upon returning the listing of the potential arbitrators to the American Arbitration Association, shall indicate as to their preference of the arbitrator by numbering of said arbitrators one (1) through seven (7). The American Arbitration Association, upon receipt of the returned lists by the parties, shall assign the arbitrator based on the highest preference given by both parties of the persons on said list. That person shall be accepted by both parties as the Arbitrator.
- c) In the event that neither party returns the listing of said arbitrators to the American Arbitration Association within the specified time period, the American Arbitration Association shall assign a person on the list as a arbitrator, or in the event that one (1) of the parties fails to return their listing within the specified time period, the American Arbitration Association shall assign the arbitrator based on the highest preference of the party who did return their listing within the specified time period. In either of these cases, both parties shall accept that person as the arbitrator.
- d) The arbitrator, the Union or the Board may call any relative person as a witness in any arbitration hearing.
- e) Each party shall be responsible for the expenses of the witnesses that they may call.

- f) The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of the parties hereto.
- g) The fees and expenses of the arbitrator shall be borne solely by the party whom the decision of the arbitrator is rendered against.
- h) The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- i) The decision of the arbitrator shall be final, conclusive, and binding upon all employees, the Board and the Union.

## **ARTICLE XV**

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

#### **Section 1 - Work Year**

The normal work year for regular employees will run from July 1 through June 30 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. The District will notify members of the bargaining unit of their work assignments for a new school year as soon as practical at, or before, the beginning of the school year.

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 work days 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 2 - 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 shall normally consist of forty (40) hours. The work week shall be determined by the employer.

## **Section 3 - 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 work day shall be within a span of eight (8) consecutive hours. The actual work day shall be as determined by the employer. Employees working six (6) or more hours may have an unpaid lunch period of 30 minutes. The scheduling of unpaid lunch periods shall be determined by the employer.

## **Section 4 - 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.

## **Section 5 - Overtime Rates**

- a) Time and one-half (1-1/2X) will be paid for all time worked in excess of forty (40) hours in one (1) work week for which overtime has not already been earned. Sick days or dock days will not count toward the forty (40) hours in a week.
- b) Double time (2X) will be paid for all hours worked on Sunday.

## **Section 6 - Reporting Pay**

In the event that an employee's assignment is cancelled, and the employee is not notified of such cancellation, and the employee does report for work, such employee shall be paid a minimum of two (2) hours pay at the regular rate of pay. The bargaining member is to report any potential cancellation to the Director Support Service Secretary and if other bargaining unit work is available and the employer and the employee mutually agree, the employee may work at their regular rate of pay per day. Long-term changes will need to be reported and an action plan established.

## ARTICLE XVI

### HOLIDAYS

#### Section 1 - Holidays

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

Wednesday before Thanksgiving  
Thanksgiving Day  
Friday after Thanksgiving  
Martin Luther King Day  
Friday before Presidents' Day\*  
Presidents' Day\*  
Memorial Day

\*Paraprofessionals who are required to work on these holidays will receive straight time for hours worked in addition to regular holiday pay. All others will receive regular holiday pay only.

#### Section 2 - Conditions

Holiday pay is subject to the following provisions:

- a) The employee is a permanent employee as of the date of the holiday.
- b) The employee would have otherwise been scheduled to work on such day if it had not been observed as a holiday.
- c) 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.
- d) An employee eligible under the above provisions shall receive her regular daily rate for said holiday.
- e) Employees required to work on any of the above-named holidays shall receive double time (2X) for hours worked in addition to regular holiday pay.
- f) 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 XVII

### GENERAL

#### **Section 1 - Tax Sheltered Annuities**

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

#### **Section 2 - Deductions**

The Board agrees to make available to the employees covered by this Agreement any Board-approved payroll deduction services such as savings bonds, credit union, Union PAC, etc.

#### **Section 3 - Michigan Public School Employees Retirement System**

The Board agrees to pay the specified legal contribution to the Michigan Public School Employees Retirement System for each employee covered by this Agreement.

#### **Section 4 - Continuing Education**

The Board agrees to pay the full tuition fee and regular hourly rate of pay as compensation for any employee it so designates to attend a workshop, in-service training seminar, self improvement course, or other job related training which is of such a nature specifically designed to provide on the job improvement.

The Employer shall provide at least one in-service training per school year. The Union and the employer shall meet to plan the in-service. The actual time spent in the in-service training shall be paid at the employee's regular rate of pay and no sick time or personal business days can be used for this in-service day.

Employees shall be paid at the appropriate hourly rate for all mandatory training meetings.

#### **Section 5 - Emergency School Closing**

Whenever the schools are closed due to severe weather or other emergencies, the employees covered by this Agreement shall not be required to report on such days, and the employees shall be paid their normal day's pay even though no work is performed by the employee. Subject to revision of the school calendar, employees will not be paid to make up days lost (and already paid) due to severe weather closings.

### **Section 6 - 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 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 7 - 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 or paid lunch. 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 8 - Personnel Files**

The Union has the right to review the personnel file of an employee within the bargaining unit upon making a written request to the administration of the School District, and filing a written approval from such employee. An employee shall have the right, upon making a request, to review the contents of their own personnel files maintained by the School District. In either of these instances, the administration may have a representative present. The union or employee will pay \$.10 a page copied, and must pay before receiving documents.

### **Section 9 - Student Health Problems**

The Board shall advise the Para-Pro of any of the students' health problems of which the school is aware, unless such disclosure is prevented by confidentiality laws or rules. If health information is given to the Para-Pro, such information shall be kept confidential.



## **ARTICLE XVIII**

### **CLASSIFICATION AND COMPENSATION**

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

## **ARTICLE XIX**

### **BINDING EFFECTIVE AGREEMENT**

This Agreement shall be binding upon the parties hereto, their successors, and assigns.

## **ARTICLE XX**

### **SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

#### **Section 1**

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

#### **Section 2**

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

#### **Section 3**

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

**ARTICLE XXI**

**TERMINATION AND MODIFICATION**

- a) This Agreement shall continue in full force and effect until **June 30, 2013**.
- b) If either party desires to modify or terminate this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year, thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- c) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the International Union of Operating Engineers, Local 324, AFL-CIO, 500 Hulet Dr., Bloomfield Twp., Michigan 48203, and if to the Board, addressed to the Business Office, Williamston Community Schools, 418 Highland Street, Williamston, Michigan 48895, or to any other address the parties may make available to each other.
- d) The effective date of this Agreement is **July 1, 2012**.

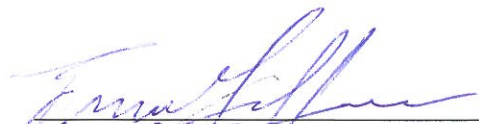
**IN WITNESS WHEREOF:** the parties hereto have cause this instrument to be executed.

**WILLIAMSTON COMMUNITY  
SCHOOLS BOARD OF  
EDUCATION**


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

  
\_\_\_\_\_  
President

\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

  
\_\_\_\_\_  
Treasurer

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

**SCHEDULE A**

**WAGE SCHEDULE**

***Wage Rates***

<i>Step</i>	<i>2012-2013</i>
1	\$10.79
2	\$11.32
3	\$11.93

There shall be one off-schedule bonus of four hundred dollars (\$400.00) paid to each member prior to December 1, 2012.

Any employee under this contract who has a Bachelors Degree, or 120 college credits or higher will be paid an additional \$.50 and hour.

***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>. Regular steps shall be granted for the 2012-2013 school year.

***Longevity***

Based on continuous service in a department in the district (not counting outside experience), a Para-Professional will also receive a longevity payment based on their longevity as of December 31 of the current year. The longevity payment will be paid with the first pay in December.

<i>Years of Service of 12/31</i>	<i>Amount</i>
6 or more and less than 10 years	\$250
10 or more and less than 14 years	\$300
14 or more and less than 18 years	\$350
18 or more and less than 22 years	\$400
22 years or more	\$450

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

Each employee who works full time (6 hours a day or more) will be paid \$45 a month from

September to June of each year for a total of \$450 annually to be used to purchase fringe benefits through a section 125 plan or take as cash-in-lieu of insurance. Half will be paid with the first pay in December and the other half will be paid with the first pay in June.