

# AGREEMENT

Between

*THE MONROE PUBLIC SCHOOLS*

Hereinafter Referred to as the Employer

and

*THE INTERNATIONAL UNION OF OPERATING  
ENGINEERS*

LOCAL 324, 324 A, B, C, D, G, H, P, RA, S - AFL-CIO

Hereinafter Referred to as the Union



July 1, 2010 to June 30, 2012

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**ARTICLE 1**  
**AGREEMENT**

This Agreement is entered into on this July 1, 2010 through June 30, 2012, between the Monroe Public Schools (hereinafter referred to as the Employer) and the International Union of Operating Engineers Local 324, 324 A, B, C, D, G, H, P, RA, S - AFL-CIO (hereinafter referred to as the Union).

NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

**ARTICLE 2**  
**RECOGNITION - EMPLOYEES COVERED**

The Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to wages, hours, other terms and conditions of employment for the term of this Agreement all employees of the Employer included in the bargaining unit described below: all Instructional Assistants, Breakfast and Lunch Assistants, and Bus Assistants; BUT EXCLUDING ALL substitute employees, on-call employees, supervisory employees as defined in the Act, and all other employees.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

- A. The Employer retains all rights, powers and authority vested in it by the laws and constitution of Michigan and United States. All policies of the Board of Education, on behalf of the Employer, as stated in the Board of Education policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless specified otherwise within the provisions of this Agreement, and until changed by the Board. Any additions hereto, subtractions there from, or revision thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect, unless specified otherwise within the provisions of this Agreement and until changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement. Rights reserved exclusively herein by the Employer shall be exercised exclusively by the Employer either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
  2. Continue its rights of assignment and direction of work of all of its personnel, determine the hours of work and starting times and scheduling of all of the foregoing, and the right to establish, notify, or change any work or business hours or days.
  3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign job related work or extra duties to employees, determine the size of the work force and to lay off employees.
  4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, and processes of carrying on the work.
  5. Adopt reasonable rules and regulations.
  6. Determine the uniform qualifications of employees. Included shall be a determination of physical conditions as per the requirements of any state or federal laws.
  7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, building, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.
  8. Determine reasonable rules and regulations concerning discipline of employees.
  9. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
  10. Determine the financial policies including all accounting procedures and all matters pertaining to public relations.
  11. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
  12. Determine the policy affecting the selection or training of employees.
- B. The exercise of the foregoing power, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- C. The listing of specific management rights in this Agreement is not intended to be, nor shall it be a restriction upon, or a waiver of any rights of management not listed and specifically surrendered within the specifics of the Agreement herein whether or not such rights have been exercised by the Board in the past.

**ARTICLE 4**  
**UNION SECURITY-AGENCY SHOP, DUES CHECK-OFF,**  
**REMITTANCE OF DUES AND FEES**

A. Union Security-Agency Shop

1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to the regular monthly dues uniformly charged for membership for the duration of this Agreement.
2. Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a monthly service fee equal to the regular monthly dues required for membership in the Union commencing sixty (60) work days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement. Employees who do not comply with this provision will be terminated within fourteen (14) days of the effective date for membership upon written notice of non-compliance to the Board by the Union.
3. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to either become members of the Union or pay a service fee to the Union equal to the regular monthly dues required for membership for the duration of this Agreement commencing the sixtieth (60th) work day following the beginning of their employment in the unit.

B. Dues Check-Off

1. The Employer agrees to deduct from the wages of any employee who is a member of the Union or who elects to pay a representative service fee, all initiation fees, dues or service fees uniformly required provided that the authorization card shall be executed by the employee.
2. Dues, initiation fees and service fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues, initiation fees, or service fees.
3. The Employer agrees to provide this service at no cost to the Union.

C. Remittance of Dues and Fees

1. When Deductions Begin - Check-off deductions under all properly executed authorizations for check-off shall become effective upon completion of the first sixty (60) work days of the probationary period, and shall be deducted from the first pay period of the month following and each month thereafter.

2. Remittance of Dues to Financial Officer - Deductions for any calendar month shall be remitted to the designated officer of the Union with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

3. The Employer shall also indicate the amount deducted for each employee and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deduction.

D. The Union shall indemnify and save the Employer harmless and forever release the Employer, the Board of Education, its officers and agents, on behalf of itself, its successors, agents and assigns, from any and all claims, demands, suits, or other forms of liability that arise out of this Article, arising out of an action or non-action in reliance upon this Article. The provisions of any state, federal, local law or statute which provide that such an indemnification clause or release shall not extend to this Article, or to claims, demands, suits or other forms of actions which are unsuspected to exist at the time to the parties executing such an indemnification and release, are hereby expressly waived.

E. If any provision of this Article is deemed invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.

**ARTICLE 5**  
**VISITATION RIGHTS**

Any request from Union representatives to meet with bargaining unit employees on the Employer's premises shall be presented to the office of the supervisor for approval prior to said meeting. Any such request by the Union shall not be unreasonably denied by the Employer.

## **ARTICLE 6 - STEWARDS**

- A. The employees in the bargaining unit will be represented by a Chief Steward, an Alternate Steward, and designated Stewards, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names and designations shall be furnished in writing to the Employer by the Union.
- B. Reasonable arrangements may be made upon approval being granted by the immediate supervisor or his/her designee to allow the Chief and/or Alternate Steward time off with pay for the purpose of investigating grievances, and to attend grievance meetings.
- C. The Employer shall supply the Chief Steward with the following information within a newly hired employee's first month of employment: employee's name, date of hire, group, and job location.

## **ARTICLE 7 BULLETIN BOARDS**

- A. The Employer shall designate either bulletin boards or bulletin board space, to be used by the Union, at each of the buildings of the Employer, in which there are employees covered by this Agreement, who are employed within those buildings, and with the bulletin boards or bulletin board space to be used for the following notices:
  - 1. Recreational and social affairs of the Union.
  - 2. Union meetings.
  - 3. Union elections.
  - 4. Reports of the Union.
  - 5. Rulings or policies of the Local or International Union.
- B. Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Employer, any of its employees. No materials, notices of announcements which violate the provisions of this Article shall be posted. If materials are posted in violation of this Article, the Union business representative shall be directed to remove such materials immediately; failure to so remove will result in all bulletin board privileges to be immediately rescinded. The posting of all such notices shall be forwarded to the Superintendent or his/her designee prior to the posting of all materials.
- C. Employees may use the school mail system for school or official union business only. The school mail system may not be used for personal business of any kind.

**ARTICLE 8**  
**SENIORITY, LAYOFF AND RECALL**

- A. Seniority is defined as the length of service (years and months) of the employee within a job-assigned group. A year will consist of ten months. Employees assigned to work during the summer will not gain additional seniority. All employer responsibility to the employee on the basis of seniority is as hereinafter set forth. Upon successful completion of the probationary period, the employee's seniority date shall be retroactive to the first day worked. Seniority accrual will be within the following three distinct groups:

<u>Group 1</u>	<b>Instructional Assistants</b>
<u>Group 2</u>	<b>Breakfast / Lunch Assistants</b>
<u>Group 3</u>	<b>Bus Assistants</b>

- B. Employees shall be regarded as probationary employees until they have satisfactorily completed a sixty (60) work day probationary period of employment within a group. Members must complete said probationary period before any and all provisions of this agreement will take affect for said member. If at any time prior to the completion of the sixty (60) work days probationary period of employment, the employee's work performance is unsatisfactory to the employer, the employee may be discharged by the employer during this period without appeal by the Union. There shall be no further responsibility for the re-employment of such probationary employees if they are laid off during this period.
- C. In order to acquire or accumulate seniority within a group, the employee assigned to the group must work sixty (60) work days of employment, uninterrupted by lay-off or leave of absence. In the event a probationary employee is temporarily laid off and reinstated, or in the event such employee is absent on scheduled work days, said employee shall work additional days equal to the number of days that the employee was absent within the group. Such employee shall not have completed their probationary period until these additional days have been worked.
- D. In the event that two or more employees satisfactorily complete their probationary period within a group on the same date, their seniority shall be determined by adding the last four digits of the affected employees' social security numbers. The highest combination of the last four digits shall result in that employee having the higher seniority.
- E. Seniority lists shall be established and maintained by the employer and made available to the Union designee no later than the end of each semester. Any objections must be submitted in writing with seven (7) work days from the Union designee's receipt of such list. Thereafter, the seniority list shall be considered final and accurate and the district shall incur no liability for relying upon the accuracy of the seniority list.



- F. An employee shall be terminated and lose his/her seniority within all groups if:
1. The employee quits.
  2. The employee is discharged and not reinstated through the grievance procedure.
  3. The employee is absent for three (3) consecutive working days without prior written approval or authorization for a leave of absence without an acceptable reason.
  4. The employee fails to report for work upon notice of recall from layoff, by certified mail to the last known address unless he/she notified the supervisor in writing within three (3) working days from the date of the receipt of the recall notice, exclusive of days when no mail deliveries are made, that the employee is unable to report on that day, but establishes a reporting date within ten (10) working days following receipt of the recall notice. It shall be the employee's responsibility to maintain their current mailing address and/or forwarding address with the Employer.
  5. The employee fails to report for work on the first regularly scheduled work day following a leave of absence or fails to secure an approved extension of a leave of absence.
  6. The employee falsifies personnel records, medical history, criminal record, or falsifies the reason for leave of absence.
  7. The employee is employed elsewhere during a leave of absence without the knowledge of the Employer.
  8. The employee is laid off for a period of time equal to his/her accrued seniority within a group in which the employee has worked.

G. Layoff and Recall

1. Layoff: In the event the Employer determines that it is necessary to reduce or eliminate the number of positions within a group, the Employer shall furnish the affected employee or employees written notice prior to the date the layoff or layoffs are to be effective. Any employee whose position is eliminated or whose available hours within a specified group are reduced by more than five hours per week will have their employment rights determined as follows:

- a. The affected employee or employees on scheduled layoff shall exercise their group seniority within that building and displace a lower seniority employee.
- b. In the event that the employee does not have sufficient seniority within that group to bump and retain a position in that group in that building with available hours within five hours per week of the most previous regular schedule, then the employee shall have the right, at the employee's option, to exercise their group seniority in all buildings and displace the least seniority employee with the nearest equivalent

number of hours to the most previous regular schedule within that group, provided that the employee has the then present necessary qualifications to perform the duties of the position as determined by the district.

- c. Any employee who is bumped through this process shall be able to exercise their seniority rights in the same manner described above.
  - d. In the event that the employee does not exercise their bumping rights, or in the event that the employee does not have sufficient seniority to be able to bump and retain a position in the group then the employee will be laid off from employment with the employer.
  - e. The laid off employee's seniority within his/her group shall become frozen on the date the employee is actually laid off and ceases work as a regular employee in that bargaining unit.
2. Recall: Recall shall be inverse to the order of layoff. Once the vacancy article has been applied and an opening occurs in the laid off employee's former group, then the laid off employee will be recalled to that opening, provided the employee has the then present necessary qualifications to perform the duties of the position.
- a. Notice of recall shall be sent by the Employer to the last known mailing address of the employee in accordance with Section F.4 of this Article.
  - b. If an employee is recalled, the employee must accept or reject the recall in accordance with the Section F.4 of this Article. Failure of the employee to abide by Section F.4 of this Article or refusal of the employee to accept the recall will result in the employee's loss of all seniority rights and the employee's employment rights with the employer will be terminated.
  - c. Upon recall, the employee will commence accruing seniority as of the date of entry into the group.
- H. Seniority accrual during leaves of absences shall be determined in accordance with the following:
1. Seniority Accrual: Seniority shall accrue during any paid or unpaid leaves of absence granted in accordance with the terms of this agreement.
  2. No Seniority Accrual: Seniority shall not accrue, but will remain frozen, during layoff periods.

**ARTICLE 9**  
**UNPAID LEAVES OF ABSENCE**

**Section One: Leaves of Absence Without Pay**

The employer and union agree that the business of education requires consistency of personnel in the schools. As such, the request for unpaid leaves of absence will be considered as extraordinary.

Leaves of absence without pay may be granted for reasonable causes. The maximum leave of absence shall not exceed thirty (30) working days, unless extended by the Employer. All requests for unpaid leaves of absence shall be submitted in writing, stating the reason for the request, the approximate length of leave requested, the date the employee is to return to work, with a copy of the request and approval or denial to be maintained by the Employer.

**Section Two: Military Leave**

- A. Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for the purpose of handling civil disorders, or other emergencies, provided such employees make written request for such leave of absence, immediately upon receiving their orders to report for such duty.
- B. The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

**Section Three: Pregnancy, Disability/Child Care Leaves**

- A. Whenever an employee shall become pregnant, she shall by the end of the fourth month furnish the Employer with a written statement from her physician stating the approximate date of delivery and any restrictions on the type of work that she may be able to do, and the length of time that she may continue to work. The Employer may then require periodic verification of the health of the employee in relation to the performance of the employee's normal job duties.
- B. When she is required to interrupt her normal job duties because of such pregnancy, and upon a written statement by a physician that such leave is necessary due to the disability, then the employee shall be granted a leave of absence for the duration of the disability.
- C. The employee shall return to work no later than six (6) weeks after deliver. Upon return, the employee shall furnish the Employer a signed medical statement from her physician, indicating that she is physically able to return to work. If the employee is unable to return to work within six (6) weeks after delivery, the employee must furnish a doctor's statement establishing the fact that she is disabled and is unable to return to work,

as well as an indication of the employee's expected date of return. The Employer reserves the right to require the employee to submit to an examination by an Employer-paid physician should the disability period exceed six (6) weeks.

- D. An unpaid leave of absence for child care for up to one year may be granted. A written request must be submitted and approved prior to the start of any leave or extension thereof.

#### Section Four

An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work shall be granted a leave of absence for up to one year commencing on the date the employee exhausts his/her accumulated sick days. Further, the employee shall provide the Employer with written statements from their medical or osteopathic doctor of the necessity of such leave, the length of time for such leave, and for the continuation of such leave when the same is requested by the Employer. The Employer reserves the right to request that the employee be examined by the Employer's physician either prior to granting that leave, or during the time that the employee is actually on the leave, with such examination to be paid at the expense of the Employer.

#### Section Five

An employee who is granted an unpaid leave as per this Article shall receive no wages or fringe benefits during the unpaid leave of absence. Upon completion of the leave, and upon the employee returning to work, the employee shall be entitled to exercise their seniority status and assume their competitive job and recall rights in relation to other regular employees.

### **ARTICLE 10** **VACANCIES**

#### A. Permanent Vacancies

A permanent vacancy is an opening or newly created position within the bargaining unit which the district is attempting to fill. The Employer shall have the right to establish the qualifications for each position within the distinct groups covered by this Agreement. For purposes of this section, permanent vacancies in Group 2 (breakfast/lunch assistants) will refer to only the opening created by resignation or other method of termination or created position. Posting for breakfast/lunch assistants will happen at the beginning of each semester only. Those wishing to be considered for a different building should specify which building or buildings they wish to be considered for. If an opening for that building(s) comes up, the persons expressing an interest will be contacted.

##### 1. Posting

Notice of all such permanent vacancies and newly created positions shall be posted on the employee bulletin board within ten

(10) working days of the date of the vacancy, or the establishment of the new position, and employees shall be given five (5) working days in which to make application to fill the vacancy or new positions. The notice will contain the following information:

- a. The group.
- b. The job location.
- c. The starting date.
- d. The number of hours per day.
- e. The rate of pay.

It shall be the designated Union person's responsibility to notify absent employees of the notice of such vacancy. If the employer decides not to fill a vacancy, then within ten (10) working days from the date of the Employer's decision, the Employer shall provide written notification of such decision to the Union.

## 2. Selection of Applicant

The Employer is committed to the talent that is within the bargaining unit. Selection of applicants for vacant positions shall be determined in accordance with the following:

- a. Internal Transfer Posting: When an available position is identified by the employer, bargaining unit members within that group and within that school will be given the first consideration for the posted vacancy. Seniority will determine the selection among two or more persons meeting the qualifications.
- b. District Posting: Qualified bargaining unit members with the group from across the district will be considered next, if there are no qualified internal candidates. Seniority will determine the selection among two or more persons meeting the qualifications.
- c. Recall: Qualified bargaining unit members with the group from across the district currently on lay off will be recalled next.
- d. Open Posting: If there are no qualified candidates within the group from across the district, those from other groups in the bargaining unit and external applicants will be considered simultaneously. The applicant most qualified, as determined by the employer, will be selected.
- e. Qualifications: Employees currently working in the same classification and qualification area as a posted

vacancy will be considered as qualified for the position without having to take additional qualifying tests.

The Employer shall notify all of the applicants in writing within five (5) working days from the date of the selection of the employee who has been awarded the permanent vacancy or newly created position. The employee who is awarded the vacancy or newly created positions shall be placed in the vacant or newly created position within ten (10) working days from his/her selection.

Employees who were not selected for a posted vacancy for which they applied may arrange an informal conference with the administrator responsible for the selection process to discuss the employee's participation in the selection process. The administrator shall describe any deficiencies that may be interfering with the employee's attempt to secure a posted vacancy. Any employer-sponsored in-service and/or training activities available to the employee will be identified during this conference.

3. Additional Hours

In the event the Employer wishes to add additional hours to a group within a building/bus, such additional time initially shall be offered only to the employees within that building in the same group, on the basis of seniority, and provided that such additional time does not place that employee over eight hours in one day. In the event that no employee in the building wishes to work the additional time, the Employer may post the additional time in accordance with this Article.

4. Probationary Period – Vacancies

A transferred employee shall serve a probationary period of sixty (60) work days in the position. During this probationary period, the employee may return to their former position upon request, or the Employer may return the employee to their former position. Group 2 (breakfast/lunch assistants) may choose to return to their former position or the employer may return the employee to their former position only at the end of the probationary period. In the event the employee is returned to their former position by the Employer, the Employer will provide to the employee the written reason or reasons as to why the employee was reverted back to his/her former group. Upon receipt of the written reason or reasons from the Employer, the employee shall have the right to grieve those written reason(s) in accordance with the grievance procedure.

The transferred employee's seniority within his/her former group shall continue to accrue during the sixty (60) working day probationary period, providing the employee continues to work in that group. If the employee transfers out of that group entirely, then

his/her seniority shall become frozen in that group and shall not continue to accumulate. If the employee does not revert back to his/her former group during this time, seniority shall commence in the new group upon satisfactory completion of the probationary period and will be retroactive to the first day worked in the new group.

5. By the first week in August, the employer will determine the level of assistant support in all schools and the transportation department. A meeting will be held prior to the third Thursday in August for the purpose of bidding on open positions. This meeting will not be compensated. All instructional assistant positions will be posted. Members will bid by group district seniority for all positions. Positions not bid upon as above will be available to all members who have seniority in that group. The district will send a letter to the address of record of each assistant informing them of the date and time of the bid meeting, no later than one week prior to the bid meeting. Employees who are unable to be present at the bid meeting must submit a proxy statement to the steward(s) indicating their wishes prior to bid day. Once this process is complete, the normal posting and selection procedure will be followed (trading of jobs is prohibited). Custer 1 and Custer 2 shall be treated as separate buildings for seniority and bidding purposes. Arborwood North and Arborwood South shall be treated as separate buildings for seniority and bidding purposes.

B. Temporary Vacancies:

A temporary vacancy is an open position within the bargaining unit formerly filled by a regular employee who is due to return to work or while a seniority employee is serving a probationary period (as per Section A.3). The Employer shall have the right to either hire a temporary employee or a substitute employee during the duration of the temporary vacancy. In the event that the seniority employee serving the probationary period does not return to their former position, or the regular employee who is off the job and due to return does not return, then as of the date that such determination is made, that position will then be considered a permanent vacancy subject to the terms contained in Section A of this Article.

C. Temporary Transfers:

1. If an employee is voluntarily or involuntarily, temporarily transferred to another position, he/she shall receive the rate of pay for that position, or his/her regularly assigned rate of pay, whichever is greater.

**ARTICLE 11**  
**NEW JOBS**

- A. In the event that the Employer establishes and places into effect a new group, the position will be posted, and a copy sent in writing to the Union office.
- B. The new group shall be considered as temporary for a period of ten (10) working days, following the date of written notification to the Union. During this ten (10) working days period, but not thereafter during the life of this Agreement, the Union may request in writing to the Employer, to negotiate the new group. In a case where the parties are unable to agree on the new group, the issue will be submitted to the mediator. When final agreement has been reached on the new group between the parties, either as a result of the Union not requesting negotiations or the temporary group during the specified period of time, or upon resolving the matter through mediation, the new group shall be added to and become a part of Schedule A of this Agreement.

**ARTICLE 12**  
**GRIEVANCE PROCEDURE**

Definitions:

- A. A grievance shall be defined as an alleged violation of the express terms of an Article or Section of this Agreement.
- B. For the purpose of processing grievances working days shall be defined as Monday through Friday, on any day in which the employee is scheduled to work, excluding all non-session school days, and paid holidays.
- C. The time elementary in the grievance steps may be shortened, extended, or waived upon written mutual agreement between parties.
- D. Any grievance which is not appealed within the specified time limits set forth in that step level of the grievance procedure, shall be considered to be settled on the basis of the decision rendered at the previous step level of the grievance procedure. In the event that the Employer representative does not furnish the oral or written answer, depending upon the step in the grievance procedure, to a grievance within the specified time limits of that step of the grievance procedure, the grievance is deemed as denied, and the Union may process the grievance to the next step level of the grievance procedure.
- E. The grievant is the employee alleging violation of the specific and express terms of this Agreement.

Section One: The Term "Grievance" as Defined Above Shall Not Apply to:

- 1. The provisions of insurance contracts and policies.
- 2. The termination of services of, or failure to re-employ any probationary employees.



3. Any matter involving employee evaluations, which are not provided for in this Agreement.
4. Any matter for which there is recourse under state or federal laws to another forum, except as provided by the specific and express terms of this Agreement.

Section Two: Written Grievances Shall Contain the Following:

1. The grievance shall be signed by the grievant or grievants and the Steward.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the Article or Section and subsections of this Agreement alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.
7. Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

PROCEDURE:

Step One:

A. Within five (5) working days of the time a grievance occurs, the employee will present the grievance to his/her immediate supervisor with the objective of resolving the matter informally. The employee shall be allowed to have the Chief Steward present when the employee meets with the immediate supervisor, if requested by the employee and arranged by the employer in accordance with Article 6, Stewards.

B. Within five (5) working days of the date of the oral presentation, the supervisor shall give his answer orally to the employee.

Step Two:

A. If the grievance is not resolved orally in Step One, the employee may, through his/her steward, within five (5) working days from the date of receipt of the supervisor's oral answer, submit a written, signed grievance form to the supervisor containing the information specified in Section Two of this Article.

B. The supervisor shall give the employee an answer in writing no later than five (5) working days from the date of receipt of the written grievance.

Step Three:

A. If the grievance is not resolved in Step Two, the grievance may be appealed in writing within five (5) working days from the date of receipt of the supervisor's answer, to the Superintendent of

Schools or his/her designee. The grievant and a Union Business Representative shall meet with the Superintendent of Schools or his/her designee within five (5) working days from the date the Superintendent of Schools or his/her designee receives the appealed grievance.

B. The Superintendent of Schools or his/her designee shall give a decision to the Union office within five (5) working days of the date of the meeting.

Step Four: Arbitration:

A. In the event that the grievance is not resolved in Step Three, then within ten (10) days from the date the Superintendent or his/her designee provided his/her written answer to the grievant, the grievance shall be submitted to arbitration if the Union so timely chooses. The selection of an impartial arbitrator shall be made through the process provided by the American Arbitration Association. Arbitration costs shall be shared equally by both parties. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

B. It shall be the function of the Arbitrator and he/she shall be empowered to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. His/her powers shall be limited by the following:

1. Any award of wages made by the Arbitrator based upon an alleged miscalculation of a paycheck shall be limited to the beginning of the pay period immediately preceding the pay period in which the grievance was filed.

2. The Arbitrator shall have no power to establish salary scales.

3. The Arbitrator shall have no power to change any practice, policy, or rules of the Employer, nor to substitute his judgment for that of the Employer as to the reasonableness of such practice, policy, rule, or any action taken by the Employer, unless such rights or practices were relinquished by the Employer in this Agreement.

4. The Arbitrator shall be limited to deciding whether the Employer has violated the express terms of this Agreement; and the Arbitrator shall not imply obligations and conditions binding upon the Employer from this Agreement, unless specified within this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.

5. In rendering decisions, the Arbitrator shall give due considerations to the responsibility of management and the Union, 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.

6. In the event that a case is appealed to the Arbitrator, on which the Arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

7. The Arbitrator shall have no power to interpret state or federal laws or rules or regulations having the force of law.

8. The Arbitrator shall have no power to establish or change any insurance policy.

9. The Arbitrator shall have no power to rule on any claim or dispute arising under an insurance policy, except as to the entitlement of benefits by the employee, or on a retirement claim, as is provided in this Agreement.

10. 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.

11. Each party shall be responsible for the expenses of the witnesses that they may call.

12. Neither party shall be permitted to present in the arbitration hearing any evidence, either written or oral, that had not been disclosed to the other party in any of the previous step levels of the grievance procedure.

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

14. The decision of the Arbitrator shall be final, conclusive, and binding upon all Employees, the Employer, and the Union.

15. The decision of the Arbitrator shall be implemented by no later than fourteen (14) calendar days from the date of the conclusion of the arbitration hearing.

16. Grievances must arise and be filed in a timely manner during the term of this Agreement in order for the grievance to be subject to the arbitration process.

**ARTICLE 13**  
**DISCIPLINARY ACTION**

A. Notice of Disciplinary Action

The Employer agrees to provide a copy of all formal disciplinary action, in writing, to the disciplined employee, the Chief Steward, and the Union Office.

B. Appeal of Disciplinary Action

Should the Union consider the disciplinary action to be improper, it shall have the right to utilize the grievance procedure.

**ARTICLE 14**  
**NON-DISCRIMINATION AND SAFETY PRACTICES**

Section One: Non- Discrimination

If an employee has a complaint relating to discrimination in the work place, then the employee shall:

- A. Present the complaint in writing with his/her immediate supervisor who shall respond in writing within five (5) working days.
- B. If the disposition of the matter is not resolved with the immediate supervisor, then the employee shall, within five (5) working days, meet with the Administrative Assistant for Human Resources in an attempt to resolve the complaint.
- C. If the disposition of the complaint is not resolved per Section 1.B., then the employee may seek recourse through the appropriate adjudicative body.

Section Two: Safety Procedures

- A. It shall be the employee's responsibility to promptly report in writing to the principal of the school or the immediate supervisor any hazard that presents a clear and present danger to the safety and health of the employee.
- B. Within five (5) working days following the receipt of the written notice by the principal or the immediate supervisor of the alleged safety hazard, the employee shall meet with the immediate supervisor or principal in an attempt to resolve the alleged safety hazard.
- C. If the employee is not satisfied with the disposition of the meeting as per Section 2.C. above, then the employee may seek recourse through the appropriate adjudicative body.

### Section Three

The parties agree that disputes arising under this Article are not subject to the grievance procedure, including arbitration.

## **ARTICLE 15** **SICK LEAVE, PERSONAL DAY AND INCLEMENT WEATHER DAYS**

The purpose of the individual sick leave program is to provide income protection for the employee to the extent provided in this section during periods of involuntary absence from employment due to periods of incapacitating illness or injury. Paid sick leave shall be granted to the probationary employee.

### Section One: Sick Leave

- A. Each employee covered by the Agreement who has successfully completed the required probationary period will be entitled to sick leave accumulative in a single sick leave bank at the rate of 10 days per year. Employees who have at least 10 years of seniority in the district will be entitled to 12 days per year. For the term of this contract, employees who accumulate more than one-hundred (100) days shall be compensated annually for all days in excess of one-hundred (100) at the rate of \$8.50 per hour. Days as referred above are computed based on the bid time as of May 31<sup>st</sup>. As bid hours are adjusted during the school year, sick leave will be adjusted accordingly.
- B. Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness or injury. Employees may use sick leave for medical, dental, optical, or office examination or treatment, provided such appointments cannot be scheduled outside the employee's regular scheduled work hours. In addition, employees may use sick days for serious illness of immediate family members residing in the household.
- C. Employees who are unable to perform their duties because of illness or disability shall notify their immediate supervisor of that fact two hours before the start of their work day. In the event that an illness or disability extends beyond the first (1st) working day, the employee and the employee's immediate supervisor shall make arrangements as to the frequency of continued notification by the employee of the illness or disability.
- D. Records of sick leave accumulated and taken shall be furnished to each employee covered by this Agreement annually.
- E. Employees who have completed ten (10) continuous school years of service with the district and who terminate their employment shall receive terminal pay in the amount of their current rate for all sick leave accumulated in their sick leave bank, but not to exceed \$900.00. Employees who have completed 20 continuous years of service with the

district shall receive terminal pay in the amount of their current rate for all sick leave accumulated in their sick leave bank, but not to exceed \$1300.00.

- F. Employees absent for more than three consecutive work days must provide a doctor's note or written explanation of the reasons for absence. An employee absent for 5 or more consecutive work days must provide a doctor's note indicating:
1. Diagnosis of incapacitating illness.
  2. Identification of symptoms which caused a decision to place on disability leave.
  3. Expected date of return to full duties.

### Section Two: Personal Business Days

Each employee covered by this Agreement shall be granted up to two (2) personal business days per year. Employees shall request such personal business day(s) from the Director of Personnel, initiated with the direct supervisor, in writing, and at least one week in advance, except in an emergency. Personal Business days not used will be added to their individual sick leave bank accumulative to 100 days. Language in Section One regarding compensation for over 100 days will apply. Beginning with the 2005/06 school year, employees who end the previous school year (beginning with the 2004/05 year) with 60 sick days in their individual sick bank, will be entitled to one additional personal business day for the next school year.

### Section Three: Inclement Weather Days

- A. Bargaining unit employees shall receive their regular rate of pay for any inclement weather day in which school is cancelled in its entirety and which does not have to be made up under state school calendar rules. All other days not worked due to school cancellation shall be considered deduct days and all employees shall report on days rescheduled due to severe weather and shall receive compensation for these rescheduled days. Should school be delayed by inclement weather, it is expected that members will make a continuing effort to arrive at work at the earliest possible time, taking into consideration due caution for personal safety. Assistants working in secondary schools shall report by 9:00 AM and elementary schools by 10:00 AM in order to be paid as of their normal starting time. Assistants reporting after these times will be paid for the actual time worked up to the delayed start of school. No assistant may accrue more than their normal scheduled time in such an instance. Breakfast assistants must also be an instructional assistant in order to receive consideration for breakfast hours under this section. Breakfast assistants who are not also instructional assistants will be paid their breakfast bid time for any school delay beyond the first two in a school year.

- B. If a decision to cancel school is made after the beginning of the work day the employee shall receive their regular rate of pay for the actual time worked or two hours of pay, whichever is greater. It is the responsibility of the employee to listen to the published stations to be aware of the latest information regarding school cancellations.
- C. If an individual building(s) is closed for the day due to mechanical problems or other acts of God, employees shall have the opportunity to request assignment to an alternate building to work the normal scheduled hours. Affected assistants must call the Personnel Office to receive such alternate assignments prior to the beginning of their regular shift. Employees not calling for an alternate assignment prior to the beginning of the regular shift will not receive compensation for this day.
- D. In the event a specific classroom or set of classrooms is not present during the lunch period due to a field trip or other circumstances other than inclement weather or no lunch being served, the lunch assistant shall continue to work in the building and shall receive their normal day's pay. Should an entire building be closed, the lunch assistant shall have the right to request assignment to other buildings following the same procedure as in section C above.

#### Section 4: Funeral Leave

- A. Each employee covered by this agreement shall be entitled to three paid days as funeral leave for any member of the immediate family. Immediate family includes: spouse, mother, father, brother, sister, child, or grandchild. Employees may request the use of sick days if additional time off is needed, this time shall be granted at the discretion of the Human Resource Office.
- B. Each employee covered by this agreement shall be entitled to three (3) paid days as funeral leave for grandparents, current father-in-law and current mother-in-law. Up to 2 additional days may be requested in writing for special circumstances. Such written request may be submitted following the absence, if circumstances do not allow for advance notification. Any days approved under this clause will be deducted from the individual sick leave bank.
- C. A bereavement day for the death of an individual not in the immediate family may be granted at the discretion of the Superintendent or designee and such approved time will be deducted from the individual sick leave bank. If no sick days are available in the individual sick bank, the day(s) will be deducted from the following year's allotment.

## Section 5: Voluntary Employee Sick Bank

A sick leave bank funded by voluntary donation of sick days from the membership will be implemented. Each year, sick time must be donated to this sick bank by individual members by October 1. The total number of sick time that can be donated by an employee may not exceed the maximum allotted to the employee for that school year. If the number of hours in the Association sick leave bank is depleted prior to the end of any school year, the Association may approach their members to volunteer additional hours to replenish the bank at that time. The Association will notify the Personnel Office to make a transfer of the appropriate hours from each assistant's current allowance to the Association sick leave bank accordingly. The parties agree that employees may only request sick bank coverage for a catastrophic medical situation affecting that employee personally and that the union and administration mutually agree that the circumstances warrant the implementation of the sick bank time. A Sick Leave Bank committee shall be established by the leadership of the union to review any relevant issues pertaining to granting sick time under this clause. Employees who qualify for and are awarded coverage under this sick bank will be limited to 30 work days initially and may apply for up to an additional 30 work days if medical verification warrants the additional time. There will be a maximum cap of 60 sick bank days used for any employee. Sick bank days will be awarded only as long as donated sick days are available. Applications for access to the sick bank will be created by and available from the leadership of the union. All verification required by the application must be submitted with the application before it will be considered.

## **ARTICLE 16** **JURY DUTY**

If any employee is called for jury duty which interferes with his/her regular schedule, he/she shall receive his/her regular salary during his/her service; less any amount received for this jury duty. All monies received from jury duty shall be turned over to the school district. In the event a current bargaining employee is subpoenaed by the Employer as a witness in any court case connected with the employee's employment with the Employer, the employee will be paid for his/her full pay and all such time lost. The employee will provide the Superintendent of Schools or his/her designee with a statement from the court indicating pay received for the time worked. If the amount to be received for the jury duty is more than the days pay for an assistant, that assistant may request the day(s) as unpaid leave, in writing, and maintain the compensation for the jury duty. Such notice must be made to the Director of Personnel prior to the close of the payroll period.



**ARTICLE 17**  
**HOURS AND WORK WEEK**

Section One: Work Week and Day

- A. The regularly scheduled work week shall begin at 12:01 a.m. Monday and end 120 hours thereafter.
- B. The normal work day shall be inclusive of the employee's regular day.
- c. It is understood that the employee's regular work assignment may be extended as the result of the employee's assigned participation in field trips or other circumstances causing an extension of the employee's hours for specific days.

Section Two: Overtime Rates Will be Paid as Follows:

Time and one-half (1-1/2 X) will be paid for all time worked in excess of forty (40) hours in one work week.

Section Three: Distribution of Extra Hours or Overtime:

Overtime shall be divided and rotated as equally as possible according to seniority within the group and within that building among those employees who regularly perform such work, providing such overtime does not conflict with the employee's regular work assignment. An employee who refuses the overtime assignment will revert to the bottom of the seniority list within that group.

Section Four: Call In Pay:

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

Section Five: In-service/Meeting:

If the employer requires in-service or meeting time, employees shall be compensated at their appropriated rate of pay for all hours required to be spent in attendance.

**ARTICLE 18**  
**GENERAL**

Section One: Tax Sheltered Annuities

The Employer agrees to deduct the premiums for variable tax deferred annuities solely paid for by the employee and to remit such premium to the Employer designated insurance company.

Section Two: Telephone Facilities

Employees in the bargaining unit may avail themselves of the Employer's telephone facilities for their reasonable use. All personal toll calls shall be at the employee's personal expense.

Section Three: Parking

Parking facilities shall be provided by the Employer for the employees covered by this Agreement within reasonable proximity of their building.

Section Four: Resignation

Any employee desiring to resign from their employment with the Employer shall file a letter of resignation with the Superintendent of Schools at least ten (10) working days prior to the effective date of such resignation. Employees desiring to resign prior to the beginning of a school year are requested to give such written notice prior to August 10.

Section Five: Deductions

The employer agrees to make available to all of the employees covered by this Agreement any payroll deduction services which are available through the Employer such as savings bonds, credit union, etc.

Section Six: Continuing Education

The Employer agrees to pay the full tuition fee, plus employer-approved expenses, for any employee directed by the Employer to attend a workshop, in-service training seminar, self-improvement course, or other job-related professional growth activities specifically designed to provide on-the-job improvement. The district will also pay the cost related to taking the necessary tests mandated by the district, state, and/or federal government. Decisions relative to this section may not be grieved.

Section Seven: Physical Examinations

The Employer agrees to pay the full cost of any physical examination required of the employees by the Employer.

Section Eight: Mileage

Employees who are requested by their building principal to use their own personal vehicle for carrying out their job responsibilities for the Employer shall be reimbursed for their mileage at the regular rate and procedure as established by Board policy.

Section Nine: Notification of Assignment

The Employer will make a reasonable attempt of notifying the employees of their assignments for the coming school year within a week before the opening of school.

Section Ten: Use of Equipment

Use of building equipment may be requested by the building principal, but is subject to his/her approval. The Union shall pay for the reasonable cost of all materials and supplies incident to such use. All equipment must remain on the premises.

### Section Eleven: Building Usage

The Union and its representatives may use school buildings at times when such use will not interfere with the educational process of students, provided that when custodial services are required, the Employer may make the standard charge therefore and provided further that such use shall be approved by the building principal.

### Section Twelve: Lunch Assistant Scheduling

The District will attempt to schedule lunch assistants at the building in such a way that the overall ratio is one lunch assistant for every two participating classrooms. The method of scheduling assistants and their duties will be a building decision. When a lunch assistant is asked to supervise additional classrooms on a day when another assistant is absent and a substitute cannot be secured, such time shall be paid at the rate of double time (2X).

Once the school year begins, a subcommittee will be formed to review and discuss the scheduling of lunch assistants at particular buildings, related to how the ratio of assistants per classrooms are being used in buildings where assistants are not assigned a specific two classrooms. No assistant may be on the noon or trip roster if they are employed elsewhere.

### Section Thirteen: Bus Assistant Scheduling

No assistant may be on the noon or trip roster if they are employed elsewhere.

**Bus Runs:** There shall be a two-hour minimum pay on all morning, noon and afternoon runs.

There will be two rosters (noon or trip), consisting of available bus assistants wishing to substitute for a special education bus assistant who is absent, on a rotating basis.

#### **Noon Run:**

A. The only sign-up time is at the beginning of the school year on bus run bid day. Exceptions will be for bus assistants who permanently bid off a noon run, and new bus assistants hired after bus run bid day.

B. The noon roster will be posted. When a noon run becomes available 24 hours or more in advance, the dispatcher will notify an appropriate number of assistants to cover the run.

C. An assistant will have 3 unexcused passes before their name will be permanently removed from the list for that school year. Excused absences are any approved leave of absence including sick, funeral, or personal business.

D. Once an assistant gets a substituted noon run, they shall keep it until the regular assistant returns.

### Field Trips:

- A. All bus assistants will be paid at their regular rate for field trips. The administration, where practical, may elect to split field trips with the right of the original assistant to make the return trip. Assistants for field trips shall be selected from the appropriate roster on a rotating basis in the order in which the requests are received and may be taken from their regular runs. A list of proposed field trips will be posted by 6:00AM the day prior to the trip. If an assistant fails to notify the dispatcher immediately after their morning run, they will lose their turn in the rotation.
- B. Field trips shall be assigned for three separate seniority rosters; 1. Regular work day 2. Weekends and Holidays 3. Summer.
- C. There shall be a two hour minimum pay for all field trips. If the trip is not run, the assistant has the option to receive two hours pay or waive the pay and be assigned the next unassigned trip.
- D. There will be a one day advance notice on all field trips except in an emergency. If the assistant is not at work to accept the one day notice, the trip will be assigned to another assistant.
- E. The bus assistant steward shall be provided a copy of all field trip requests that include special education students "prior the trip being taken".
- F. After the beginning of the 1997/98 school year there shall be a committee formed to develop procedures for field trips which include special education students needing specialized restraints or tie-downs to ensure the safety of students on such field trips.

### Section 14: Authorized Rest Periods

Classroom assistants who have a bid position of less than 30 hours and whose lunch break is less than four hours from the scheduled start time, are not entitled to a rest period. It is recognized, however, that such assistants are entitled to reasonable time to care for restroom needs during assigned times. Assistants who have bid positions of 30 or more hours and whose lunch break is less than four hours from the scheduled start time, are entitled to a paid 15 minute rest period within the largest block of time scheduled in a day. Assistants who have bid positions of 30 hours or more and whose lunch break is scheduled 4 or more hours from the scheduled start time, are entitled to a paid 15 minute rest period within the largest block of time scheduled in a day.

### Section 15: Student Personal Assistance

Instructional assistants may be called upon to provide assistance with personal needs for medically fragile students. In such instances where employees are required to provide personal assistance to students of special needs, where disrobing is required (i.e. catheterization) it will be the district's intention to provide a second adult as a witness, where possible.

#### Section 16: Employment Costs

If an employee leaves employment prior to 10 months from hire, they shall reimburse the district at a pro-rated percentage of employment costs.

#### Section 17: Job Related Expenses

In the event employees covered by this agreement participate in school related activities that have a participation cost such as admission fees, and that such participation is related to the performance of the regular duties of the employee, the district shall provide funds to the employee in advance whenever possible. Should such advance payment not be possible, then the district shall reimburse the employee for such costs within the next pay period of such event.

#### Section 18: Student Transportation

Members of the bargaining unit shall not be required to provide personal transportation or accompaniment for students for activities away from the employee's regular assignment, except in the case where an assistant is required to accompany the students on a field trip.

#### Section 19: Ongoing Training:

When issues of training arise relative to student behavior management, academic assistance, first aid, inclusion students etc. the union leadership will discuss the needs during Quality of Life Meetings and the district will plan for offering training in those areas where there is mutual agreement for the need for this training.

#### Section 20: Job Descriptions:

The general job descriptions for each group will be placed in the contract as an appendix. If changes are made in the job description the revised job descriptions will be distributed to all appropriate persons. At the beginning of each assignment the assistant will receive specific instruction by the teacher(s) and/or inclusion coordinator as soon as is feasible.

#### Section 21: School Improvement Meetings:

Assistants who elect to participate in school improvement meetings shall be compensated for the remainder of their normal work day. At the completion of their normal work day time period, they shall have the option of leaving the meeting or remaining without additional compensation.

#### Section 22: Assignment Special Needs Students:

Assignment of special needs students to an instructional assistant will be based upon the recommendations of the annual IEP meetings in order to assure the needs of the student(s) will be met. If at any time the instructional assistant believes that the assignment of special needs students to them is having an adverse affect on meeting the requirements of the IEP, the instructional assistant has the right to request an interim IEP meeting to determine if a change in student scheduling may be necessary in order to meet the requirements of the IEP.

Section 23: Fingerprinting:

The district will pay the costs of criminal history checks including the cost of fingerprinting.

**ARTICLE 19**  
**GROUP AND COMPENSATION**

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

**ARTICLE 20**  
**MEDICAL REIMBURSEMENT ACCOUNTS**

Those assistants who have at least 20 regular bid hours per week as of September 15 of each year will be credited with \$19 per bid hour to be placed in a medical reimbursement account. This account may be used according to IRS rules to reimburse for any qualified medical expense not covered by alternate insurance payments. Such reimbursements will operate under specific district protocol intended to maintain compliance with IRS section 105 or 125 rules, whichever our third party administrator deems appropriate.

**ARTICLE 21**  
**NO STRIKE, NO LOCKOUT**

- A. Union officials or employees, individually and collectively, shall not, under any circumstances during the life of this Agreement, encourage, condone, cause, authorize, or take part in any illegal picketing, work stoppage, sit-down, stay-in, slow-down, strike, or any curtailment of work or interference with business operations in or about the Employer's premises or property.
- B. If any employee or employees take part in any activity in violation of the above provision, any such action shall be cause for discharge or other discipline as established by the Employer, without recourse to the grievance procedure.
- C. Any violation of this Article shall mean that the Union and/or employees involved may be held liable for any and all damages, injuries, or expenses incurred or suffered by the district.
- D. The Board of Education, in the event of violation of this Article, will have the right in addition to the foregoing and any other remedies available at law to demand injunctive relief and damages against the Union.
- E. The Union agrees that it will neither take nor threaten to take reprisals, directly or indirectly, against any supervisory or administrative personnel or board members of the district regarding the administration of this Article.

- F. If any employee or employees represented by the Union should violate the intent of this section, the Union will take positive measures to effect a prompt resumption of work.
- G. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:
  - 1. The Union will take prompt, affirmative action to prevent strikes and picketing or any other action as described above by notifying the employees and public that the Union disavows their actions.
  - 2. Deliver immediately to the Board a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and mail a certified copy to all bargaining unit members within twenty-four (24) hours.
  - 3. The Union shall deliver a copy of said notice to the news media.
  - 4. Refrain from giving any aid, encouragement, or support, of any sort whatever to members who are violating the provisions of this Article.
  - 5. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.
- G. The Employer agrees that, in consideration for the performance by the Union of its responsibilities herein defined, there will be no lockout during the life of this Agreement.

**ARTICLE 22**  
**SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

**Section One**

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

**Section Two**

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 Three**

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

**ARTICLE 23**  
**TERMINATION, CHANGE OR AMENDMENT**

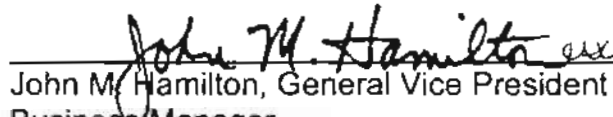
- A. This Agreement shall continue in full force and effect until June 30, 2012.
- B. If either party desires to terminate this Agreement, it shall ninety (90) calendar days prior to the termination date of this Agreement, give written notice of termination. If neither party gives written notice of termination, 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.
- C. If either party desires to modify this Agreement, it shall ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party giving the other party ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the International Union of Operating Engineers, Local 324, AFL-CIO, 500 Hulet Drive, Bloomfield, Michigan 48302, and if to the Board addressed to: The Monroe Public Schools, Administration Building, 1275 North Macomb Street, Monroe, Michigan, 48162, or to any other such address the parties may make available to each other.
- E. The effective date of this agreement is July 1, 2010.

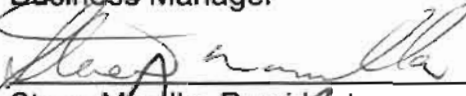
IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.

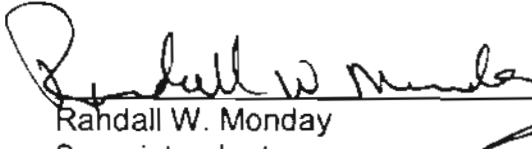
MONROE PUBLIC SCHOOLS  
BOARD OF EDUCATION

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

  
Robert Yeo, Board President

  
John M. Hamilton, General Vice President and  
Business Manager

  
Steve Minella, President

  
Randall W. Monday  
Superintendent  
kjp/opeiu42afl-cio

  
Dan Ringo  
Recording Corresponding Secretary



### **Salary Schedule A**

**Compensation:** The district agrees to a two year agreement with a wage freeze for both years.

#### **Regular Rates:**

<u>Year</u>	<u>Probationary Rate</u>	<u>Base Rate</u>
2010/2011	\$9.03	\$10.50
2011/2012	\$9.03	\$10.50

### **Schedule B - Service Pay**

Employees who have given continuous service as a regular employee of at least five years will receive service pay according to the following pay scales. Such payment will be made in the first pay period of January for those employees who have completed the necessary service period by January 1.

#### **Service Pay Scale**

Five Years - Thanksgiving Day and Christmas Day (2)

Ten Years - Thanksgiving Day, Christmas Eve and Christmas Day (3)

Fifteen Years - Thanksgiving Day, Christmas Eve, Christmas Day, New Year's (4)

Twenty Years - Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Good Friday, Easter (6)

### **Letters of Understanding**

#### **Quality of Work Committee**

The parties agree to form a joint committee to discuss and come forth with plans and procedures to improve and better understand the standards and qualities of work life. The committee is intended to be made up of up to three members of the bargaining unit and up to two members of the management team. The committee will meet as often as necessary to discuss mutually agreeable issues.

#### **Special Needs Assistant Placement & Training Committee:**

The parties agree a committee will be formed to address special needs assistant placement and training. Committee will be comprised of the Assistant Superintendent of Curriculum, Director of Special Education, Executive Director of Personnel, Building Principal, and appropriate members of the bargaining union.

### **APPENDIX A**

Following are the official job descriptions as referred to in Article 18, Section 20. If changes are made in any job description the revised job description will be distributed to the appropriate persons to be included with this document.

**Monroe Public Schools**  
**INSTRUCTIONAL ASSISTANT**  
**Job Description**

- Will assist the students with the instructional activities as planned by the teacher. This may include small or large group reinforcement activities, remedial activities, or general instructional support.
- Will perform all reasonable tasks, which may include classroom record keeping, organizing or materials, checking papers and preparing instructional materials.
- Will demonstrate the academic skills necessary to convey instructional materials, ideas, and concepts.
- Will demonstrate flexibility to move from one task to another.
- Will demonstrate a level of personal organization necessary to meet timelines, develop schedules, and manage time available to maximize the instructional efforts.
- Will exhibit a high level of communication and relationship building skills.
- Will demonstrate a knowledge and use of group management skills, which will provide for a safe and orderly work environment.
- Will exhibit initiative and willingness to become familiar with and/or learn about the new technologies of today.
- Will maintain the confidentiality of the classroom and the students at all times.
- Will refer all contacts from parents in regard to classroom activities to the teacher or principal.

**Monroe Public Schools**  
**BREAKFAST ASSISTANT**  
**Job Description**

- Be knowledgeable of the school breakfast procedures and practices.
- Maintain a supervisory presence. Keep moving and supervise in an active and preventative manner. Active supervision.
- Maintain order in the lunchroom during breakfast.
- Assist students in managing food and milk, when necessary.
- Maintain discipline of students.
  - Positive vs. negative as a means of dealing with problems
  - Handle routine discipline
  - Respond to situations, rather than reacting
  - Severe or continued discipline problems are to be reported to the classroom teacher or principal
  - Refrain from arguing with students
  - Do not place hands on students in a disciplinary situation
  - Be fair and consistent
- Follow through on rules and regulations consistently.
- Understand and follow through on health and safety matters.
  - Do not allow rough or dangerous play
  - Fill out accident reports on any suspected injury before leaving
  - Determine the extent of an injury prior to moving a student.
- Show the same respect for students that is expected of them.
- Attempt to convey a feeling of enjoying your job and the students.

**Monroe Public Schools**  
**LUNCH ASSISTANT**  
**Job Description**

- Be knowledgeable of the school lunchtime procedures and practices.
- Maintain a supervisory presence. Keep moving and supervise in an active and preventative manner. Active supervision.
- Maintain order in the hallways and the lunchroom as well as on the playground.
- Assist students in managing food and milk, when necessary.
- Maintain discipline of students.
  - Positive vs. negative as a means of dealing with problems
  - Handle routine discipline
  - Respond to situations, rather than reacting
  - Severe or continued discipline problems are to be reported to the classroom teacher or principal
  - Refrain from arguing with students
  - Do not place hands on students in a disciplinary situation
  - Be fair and consistent
- Follow through on lunch rules and regulations consistently.
- Understand and follow through on health and safety matters.
  - Do not allow rough or dangerous play
  - Fill out accident reports on any suspected injury before leaving
  - Determine the extent of an injury prior to moving a student.
- Show the same respect for students that is expected of them.
- Attempt to convey a feeling of enjoying your job and the students.

**Monroe Public Schools**  
**BUS ASSISTANT**  
**Job Description**

- Will ensure the safe transportation of students.
- Will assist in the loading/unloading of physically handicapped students (wheelchair lift, brackets, tie-downs, harness, etc.)
- Will ensure that the physical and emotional needs of handicapped students are met.
- Will accept the responsibility for the child from the residence door to the school door (where necessary).
- Will maintain order at all times.
- Will respond to discipline problems in an effective and appropriate manner.
- Will establish and maintain an appropriate rapport with students and the driver.
- Will report severe incidents to the driver and transportation director in a prompt and efficient manner.
- Will exhibit an initiative to see what needs to be done and do it with a minimum of direction.