

AGREEMENT

between the

HAZEL PARK SCHOOL DISTRICT

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 – A, B, C, E, G, H, P – AFL-CIO**

**SECRETARIAL/CLERICAL
BARGAINING UNIT**

JULY 1, 2007 – JUNE 30, 2009

TABLE OF CONTENTS

	Page
Agreement.....	2
Preamble	2
Article I Recognition.....	3
Article II Unit Member Rights	3
Article III Union Rights	4
Article IV Board Rights.....	6
Article V Compensation	7
Article VI Hours of Work	8
Article VII Work Loads and Assignments	9
Article VIII Vacancies, Promotions and Transfers.....	9
Article IX Layoff/Recall.....	11
Article X Seniority.....	12
Article XI Discipline, Discharge and Demotions.....	13
Article XII Sick Leave and Other Absence Pay.....	13
Article XIII Leaves of Absence	15
Article XIV Retirement, Resignation and Severance.	16
Article XV Holidays and Vacation.....	17
Article XVI Insurance Protection.....	19
Article XVII Negotiation Procedures	24
Article XVIII Grievance Procedures.....	25
Article XIX Duration of Agreement	27
Schedule A Pay Rates 2007/2008.....	28
Pay Rates 2008/2009.....	29
Schedule B Classifications.....	30

AGREEMENT

This AGREEMENT entered into this first day of July, 2007, by and between the Board of Education of the School District of the City of Hazel Park, Oakland County, Michigan, hereinafter called the Board, and the International Union of Operating Engineers, Local 547 – A, B, C, E, G, H, P - AFL-CIO, hereinafter called the Union.

PREAMBLE

The Union recognizes that the Board, under law, has the final responsibility for establishing policies for the district and administering the operation of the schools in the said district, and

WHEREAS, the Board recognizes the skills and expertness of the bargaining unit members and view their contribution to educational matters as a mutual concern, and

WHEREAS, ACT 379, Public Acts of 1965, presently authorizes public employees and public employers to enter into collectively negotiated agreements concerning rates of pay, hours of employment, and other conditions of employment of such public employees, and

WHEREAS, extensive professional negotiations between the representatives of the parties have resulted in certain understandings between the Board and the Union, and

WHEREAS, the Board and the Union desire to incorporate such understandings into a written collective negotiations agreement in the belief that such action is in the best interest of the residents of the School District of the City of Hazel Park, the students attending school therein and the personnel represented by the Union;

NOW, THEREFORE, in consideration of the following mutual covenants, the Board and the Union hereby agree as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all educational secretaries and all non-supervisory personnel engaged in secretarial and clerical work, as described in Schedule B and all other present and future personnel coming within the bargaining unit as established by the State Labor Mediation Board's decision of January, 1966, but excluding secretaries to the Superintendent, Deputy Superintendent and Assistant Superintendent, all supervisory employees, and all other employees of the employer. All personnel represented by the Union in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as Bargaining Unit Members, and reference to female personnel shall include male personnel.

B. The Board agrees not to negotiate with any educational secretaries' organization other than the Union for the duration of this Agreement.

ARTICLE II

UNIT MEMBER RIGHTS

A. **Injury to students** - When the principal is out of the building and a student is injured during school hours and requires first aid treatment, the bargaining unit member shall not have direct responsibility for administering first aid. If circumstances dictate that a bargaining unit member perform first aid, he/she shall be provided the proper equipment consistent with the level of training provided by the Board. In the event the student's injury is such that it requires emergency treatment by a doctor and the parents cannot be reached by the bargaining unit member for a decision, the bargaining unit member will secure the approval of the principal, assistant principal, school nurse or certified teacher who has been designated by the principal to act in his/her absence before the student is taken for emergency treatment by the doctor. If no responsible, certificated person is available within the building, contact Superintendent's Secretary at Central Office. The school emergency card shall be used to further determine other medical procedural guides and references. The Board of Education will support the bargaining unit member in any effort directed at initiating a reasonable course of emergency procedural action.

B. **Loss of school property** - Bargaining unit members shall not be held responsible for loss of school property or student property, either within the school or while on official school business, unless the Board or its designee proves the bargaining unit member has been negligent.

C. Notwithstanding their employment, bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member.

D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization.

E. No polygraph or lie detector device shall be used in any investigation of any bargaining unit member.

F. If any provision of this Agreement, or any application of the Agreement to any bargaining unit member or group of bargaining unit members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. During the term of this Agreement, the Board of Education will provide liability insurance protection for all bargaining unit members in the amount of one million dollars (\$1,000,000.00).

H. If fingerprinting or background checks are necessary or mandatory, the cost will be paid by the Employer.

ARTICLE III

UNION RIGHTS

A. Pursuant of Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by said Act 379, or other laws of Michigan, or the Constitution of Michigan and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees to appropriately invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of the Agreement, and the Board agrees to be bound by any lawful order or award thereof.

C. **Union Security Clause** - All employees in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union shall, within sixty (60) calendar days of the effective date of the Agreement, or within sixty (60) calendar days of the date of hire by the Board, whichever is later, become members. or in the alternative shall, as a condition of employment, have deducted on behalf of the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Board who are members.

D. **Check-off** - The Board will deduct from the pay of each employee, from whom it receives authorization, the required amount for the payment of initiation fees and Union dues or service fees. Such dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, shall be forwarded to the local Union treasurer for verification and correction no later than the fifteenth (15th) of the month following the month in which such deductions were made.

Such fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the International and Local 547, I.U.O.E. Each bargaining unit member and the Union hereby authorize the Board 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 or service fees, together with a copy of such authorization from Local 547 of the International Union of Operating Engineers, AFL-CIO.

E. Members of the Negotiations Committee engaged during the working day in negotiating on behalf of the Union with any representative of the Board or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

F. The Union and its members shall have the right to use school building facilities for meetings. All such meetings shall be approved and scheduled through the Office of the Superintendent.

G. The Board agrees to furnish to the Union, in response to reasonable requests, all available information concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the bargaining unit members, together with information, not subject to the Privacy Act, or other laws or statutes prohibiting dissemination of private materials or information, which may be necessary for the Union to process any grievance or complaint.

H. The Union shall be provided up to twenty (20) days annually for their collective use for Union business, including attendance at conferences and workshops sponsored by the Union or affiliated organizations. Time spent on Union business during the bargaining unit member's work day shall be reported to the bargaining unit member's immediate supervisor. Notification to the supervisor shall include a brief general description of the nature of the Union business.

I. **Supervisors** or secretaries not covered by this Agreement shall not displace bargaining unit members covered by this Agreement by performing work normally performed by such bargaining unit members.

J. **Special Conferences**

1. Special conferences for important matters may be arranged between the Union Representative and the Superintendent or his designated Representative upon the request of either party. Such meetings shall be between at least two (2), but not more than three (3) representatives of the Administration, and at least two (2), but not more than three (3) representatives of the Union.

2. Arrangements for such special conferences shall be made in advance. An agenda of the matters to be taken up at the meeting shall be presented by the requesting party at the time the conference is requested.

ARTICLE IV

BOARD RIGHTS

A. The Union recognizes the prerogative of the Board of Education to operate and manage its affairs in all respects in accordance with the law.

B. Except as specifically set forth in this Agreement, the Board retains the right of selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, provided they do not conflict with the terms of this Agreement. The Union shall have the right to grieve on the interpretation and application of the provisions which are specifically covered in the Master Contract.

C. If any of the above referenced Board Rights conflict with other Articles and Sections of the Master Agreement, then those Articles and/or Sections shall supersede the above referenced Board Rights.

ARTICLE V

COMPENSATION

A. The salaries of bargaining unit members covered by this Agreement are set forth in Schedule A which is attached to, and incorporated in the Agreement. Such salary schedules shall remain in effect during the term of this Agreement.

B. The annual rates of pay shown on the salary schedules are based on full-time employment in the specified positions. Any permanent bargaining unit member regularly employed on a continuing basis, but not on a 52-week basis, shall be compensated on a prorated rate of pay.

C. Overtime worked in excess of eight (8) hours in any one (1) day or on Saturday shall be paid for at one and one half times (1-1/2X) the regular rate. Overtime shall be defined as time worked in excess of fifteen (15) minutes in any one (1) day. Overtime consideration shall be awarded such work periods that have been approved by administrator in charge.

D. All members of the bargaining unit working the late shift shall receive a shift premium of fifteen cents (\$.15) per hour.

E. **Longevity** will be paid according to the following schedule. Employees will become eligible if they meet years-of-service requirements by December 31st of the current year. The longevity hourly amount will be added to the employee's current contract based on scheduled hours.

	2007-2008	2008-2009
25 Years	\$1.80	\$1.90
20 Years	\$1.65	\$1.75
15 Years	\$1.38	\$1.48
10 Years	\$1.13	\$1.23
6 Years	\$.52	\$.62

SCHEDULE A

	<u>2007/2008</u>	<u>2008/2009</u>
Salary Schedule Increase:	1.0%	1.0%

ARTICLE VI

HOURS OF WORK

- A. The working day shall consist of seven and three-quarter (7-3/4) hours; thirty-eight and three-quarter (38-3/4) hours per week - Monday through Friday.
- B. During the summer vacation, Christmas/New Year break, Easter break, and the mid-winter break, the working day shall begin at 8:00 a.m. and end at 3:30 p.m., with one-half (1/2) hour lunch period.
- C. Ten-month Union members working in the regular K-12 program will come back the full week before school starts, and end after a full week when school is out. These ten-month Union members may work up to an additional two (2) days, with pay, prior to school starting if mutually agreed upon between them and their principal.
- D. The Board recognizes the principle of a standard forty (40) hour paid work week and will set work schedules and make work assignments which can reasonably be completed within such standard work week.
- E. Under no circumstances shall a bargaining unit member be requested to work more than fifty (50) hours in any one (1) week.
- F. All bargaining unit members shall be entitled to a duty-free, uninterrupted lunch period of forty-five (45) minutes on regular schedule, and one-half (1/2) hour during the summer schedule.
- G. Bargaining unit members will be provided a fifteen (15) minute only relief time in the morning and in the afternoon during the regular thirty-eight and three-quarters (38-3/4) hours work week. During periods of summer scheduled hours, bargaining unit members will receive the morning fifteen (15) minute relief period only.

H. **Shifts**

The early shift shall be defined as any shift commencing before 2:00 p.m. The late shift shall be defined as any shift commencing at or after 2:00 p.m.

I. The lunch period will be generally scheduled about midpoint between the start of the work day and the end of the work day. The first relief time will generally be scheduled about midpoint between the start of the work day and the lunch break. The second relief time will generally be scheduled about midpoint between the lunch break and the end of the work day. Minor variations to accommodate scheduling problems are acceptable.

ARTICLE VII

WORK LOADS AND ASSIGNMENTS

A. When additional help is necessary, the bargaining unit member shall receive, upon written request to the supervisor, to the extent possible, the service of trained personnel to assist him/her. The substitute rate shall not be greater than the prevailing rate for the classification.

B. Due recognition, directions and other consideration should be given to the added responsibilities of training and directing high school student help as related to various training programs.

C. Bargaining unit members shall have the prerogative of requesting a meeting with their direct administrator and the superintendent or his/her designee in the event that instance of student training becomes difficult or burdening.

D. Bargaining unit members shall have the prerogative of requesting a meeting with their direct administrator and the superintendent or his/her designee if they feel that excessive requests are made to assume the duties of teacher, supervisor, custodian, etc., in emergency situations.

E. A substitute will be available when the regular bargaining unit member is absent for more than two (2) consecutive work days.

ARTICLE VIII

VACANCIES, PROMOTIONS AND TRANSFERS

A. Whenever any vacancy or other special opportunity in any secretarial or clerical position in the district shall occur, the Board shall notify the bargaining unit members in writing of the duties, qualifications, hours, and whether it is a ten (10) or twelve (12) month position at least ten (10) days prior to the position being filled. No vacancy shall be filled, except in case of emergency, and then on a temporary basis and not to exceed sixty (60) days, until such notice has been given.

B. Any qualified bargaining unit member may apply for a vacancy. In filling vacancies, the Board agrees to give due weight to the background, attainments and skills of all applicants, the length of time each has been in the bargaining unit and other relevant factors. An applicant with less seniority shall not be awarded such position unless his/her qualifications shall be substantially superior to applicants with greater seniority. Seniority for the purposes of this Agreement shall mean continuous employment within the bargaining unit. Persons accepting such promotions shall be allowed a probationary period of sixty (60) days. Notices of bid awards will be distributed from the Office of the Superintendent immediately after determination of assignment. All persons from the bargaining unit who bid on an advertised opening will receive acknowledgment of application.

C. Administrators in charge shall be required to file a written progress report at the close of thirty (30) calendar days, followed by a second report at the end of sixty (60) calendar days, containing a recommendation as to whether to retain or return the employee to their previous position.

D. No temporary employee shall be kept on a temporary basis longer than sixty (60) days, except in cases of extenuating circumstances. All jobs must be filled with permanent employees.

Substitutes filling in for an absent bargaining unit member may substitute for the duration of the bargaining unit member's absence, up to a maximum of twelve (12) months.

E. Since the frequent transfer of bargaining unit members from one school to another is disruptive of effective administration and interferes with optimum bargaining unit member performance, the parties agree that unrequested transfers of bargaining unit members are to be minimized and avoided whenever possible.

F. The Board recognizes that it is desirable to take into consideration the interests and aspirations of its bargaining unit members with respect to position assignments. In order to accomplish this, written request may be made for transfers giving the reason for transfer, the school requested and personal qualifications. Such requests may be submitted through the principal, if desired, or may be made directly to the Superintendent. If it is desired that the requests be kept active, they shall be renewed annually. Insofar as practicable, all vacancies shall be filled by promotions or transfers within the group. All bargaining unit members are encouraged to train and prepare for promotional opportunities.

G. Transfer notices to all bargaining unit members will be by letter and in the event of year-end transfers will be distributed no later than four (4) weeks prior to the closing of the school year.

H. In the event of a change of secretaries in a building, the bargaining unit member may request a member from the central office accounting department to audit their books -- bank statement and/or petty cash.

I. Any bargaining unit member who shall be transferred to a supervisory or executive position on a probationary period, and shall later return to a bargaining unit member status, shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

J. Testing

1. A test will be required if a member of the bargaining unit applies for a position which would move him/her from one classification to another, such as, but not limited to, the following:

- a. From board office secretary to a school secretary
 - b. From board office secretary or school secretary to data processing
 - c. From board office secretary or school secretary to bookkeeping
 - d. High school records clerk position to be filled by any secretary (transcripts, data input, scheduling, teacher master schedule)
2. When a job is posted, it will state if a test is required.
3. The administrator in charge of the posted position will be involved in the selection, but not necessarily the final award of the position.
4. A test will be required to be taken by any employee entering the bargaining unit.

K. When a bargaining unit member's job classification is changed, the bargaining unit member's pay step will not be reduced. This will apply to all situations including classification changes where the bargaining unit member's pay level increases or decreases.

ARTICLE IX

LAYOFF/RECALL

A. In any necessary bargaining unit staff reduction, a bargaining unit member with greater seniority shall be retained over a bargaining unit member with a lesser seniority. Any bargaining unit member whose services are so terminated shall be notified by letter at least four (4) weeks in advance of the layoff.

B. When bargaining unit members whose services have been so terminated are to be re-employed, those having the greatest seniority shall be recalled first.

C. If ties in seniority are encountered, for the purposes of layoff and recall, the most senior shall be determined by lottery.

D. In the event a full-time employee is laid off or their position is eliminated, they may bump the least senior full-time employee in the bargaining unit in order to avoid layoff. This least senior full-time employee may then bump any part-time employee, if such a position exists, and the full-time employee has more seniority. The part-time employee would then be laid off.

If a bargaining unit member is transferred under this paragraph and the pay rate is lower than the position eliminated, the transferred bargaining unit member will continue to be paid at the pay level of the eliminated position for a maximum of two (2) years. To continue to receive this higher pay, the bargaining unit member must apply for openings in the bargaining unit that are at the same pay level, same work schedule, and same work year as the eliminated position.

ARTICLE X

SENIORITY

A. A newly hired employee, or an employee upon entry into the bargaining unit, shall be on a probationary status for sixty (60) calendar days taken from and including the first day of employment. If at any time prior to the completion of the sixty (60) calendar day probationary period the employee's work performance is unsatisfactory, he/she may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent during the first sixty (60) calendar 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 shall begin to accrue.

C. An employee will lose his/her seniority for the following reasons:

1. He/she resigns from a classification covered by this Agreement.
2. He/she is discharged for cause and not reinstated through the Grievance Procedure.
3. Upon normal retirement.

D. Upon request of the Union, a current seniority list shall be made available to the Union. Such list shall contain date of hire and the employee's job location.

E. Effective July 1, 1999, upon approval of any Board approved Leave of Absence, seniority will accrue for the first twelve (12) months and thereafter will be frozen until such time as the employee returns to work.

ARTICLE XI

DISCIPLINE, DISCHARGE AND DEMOTIONS

A. Discharge or demotion of any bargaining unit member shall be made only for a reasonable and just cause. Reasons for discharge or demotion shall be submitted, in writing, to the person involved and to Union Representative.

B. In the event any bargaining unit member shall be discharged or demoted from employment and believes he/she has been unjustly dealt with, such discharge or demotion shall constitute a case to be handled in accordance with the grievance procedures as set forth in this Agreement.

C. As a result of the pursuit of a grievance procedure determination, should it be decided that an injustice has been done in regard to the bargaining unit member's discharge or demotion, the Board agrees to reinstate him/her and pay him/her for all time lost and purge all files of any documents or memoranda that reference the actual discharge or demotion. This does not include data that leads to the action of discharge or demotion.

D. Any official complaint directed toward a bargaining unit member shall be submitted, in written form, by the administrator in charge to the attention of the bargaining unit member. A copy of such a communication shall be forwarded to the Union Representative as well.

E. No bargaining unit member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure hereinafter set forth.

ARTICLE XII

SICK LEAVE AND OTHER ABSENCE PAY

A. All bargaining unit members absent from duty due to personal illness or any other approved reason shall be allowed full pay as follows:

1. All 10-month bargaining unit members will be allowed a total of ten (10) days each year without loss of salary.

All 12-month bargaining unit members will be allowed a total of twelve (12) days each year without loss of salary.

Employees not working a 10-month or 12-month year shall have their days prorated to the nearest day based on the days to be worked divided by the days in a 12-month year. This applies to bargaining unit members with adjusted schedules and bargaining unit members starting after the normal start of the school year or ending employment prior to the normal end of the school year.

2. The entire allowance may be used for personal illness, quarantine, immediate family illness or tragedy.

3. In the instances of death, the member may:

- a. use his/her entire sick bank upon the death of a spouse, child, stepchild, parent, step-parent, grandparent, brother, sister, grandchild or person residing in the member's house at the time of death.
- b. use up to three (3) days upon the death of an aunt, uncle, niece, nephew, in-law or person that has appointed the member an executor of their estate.
- c. use up to one (1) day upon the death of a friend or neighbor.
- d. be granted additional days for 3(b) and 3(c) at the discretion of the Superintendent or his designee.

4. Not more than two (2) of the total number may be used for personal business; such leave to be granted upon written request from the employee to the Superintendent before the absence, if possible. In the event of an emergency, personal business days may be approved after the absence of the employee. At the end of each year, the unused portion of sick days shall become accumulative and shall add, without limitation, to any such previous accumulation.

B. Religious Holidays

Religious holidays shall be approved in advance by the Superintendent and shall be treated as a deduction from sick leave.

C. Non-Chargeable Absences

1. Jury Duty

In the event that a bargaining unit member must perform jury duty, he/she shall be paid the difference between jury duty pay and his/her regular pay scale.

2. Conference and/or Convention

All bargaining unit members shall be entitled to a minimum of one-day attendance at such activities as administratively approved conferences, institutes, and/or conventions. Any additional days off shall be mutually agreed upon by the parties of the contract.

3. Severe Weather Conditions

If schools are closed because of severe weather conditions, bargaining unit members will be released if administrative personnel are released due to that condition.

ARTICLE XIII

LEAVES OF ABSENCE

A. Personal Illness Leave

Any bargaining unit member whose personal illness extends beyond the period compensated under Article XII shall be granted a leave of absence without pay for such time as it is necessary for complete recovery from such illness. After a personal illness leave of absence, the bargaining unit member must provide the Superintendent or his designee a signed doctor's statement indicating the bargaining unit member may return to his/her previous duties without any restrictions.

B. Educational Leave

Leaves of absence without pay shall be granted upon written application to and approval of the Superintendent and the Board of Education for the purpose of further education study. The regular salary increment occurring during such period shall be allowed.

C. Child Care Leave

A child care leave shall be for a period of one (1) year and, upon written request, may be granted an additional year at the discretion of the Board of Education. The bargaining unit member shall file a written notice of intent to return thirty (30) calendar days prior to the expiration of his/her leave, accompanied by a statement from his/her physician certifying his/her fitness to return to duty.

D. Military Leave

Military leaves of absence shall be granted to any bargaining unit member who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. A bargaining unit member on military leave shall be given the benefits of any increment and sick leave allowance which would have been credited to him/her had he/she remained in active service in the school system.

E. Family Leave

The Board will allow a family leave that shall be for no more than five (5) years. Bargaining unit members on family leave are responsible for annual notice to the Board by April 1st, indicating their desire to remain on leave for the following year. Failure to comply with this notice shall be deemed valid grounds for leave termination.

Family leave will be granted only once to any employee.

Employee will be moved back one (1) year on the salary schedule for each year on family leave, not to exceed more than one-half (1/2) of their previously earned steps. This salary reduction may be waived if the employee's previous absence is less than one-third (1/3) of his/her total allotment.

F. To be eligible for leave of absence, the bargaining unit member must have been employed full time by the Board for at least two (2) years.

G. Under all leaves of absence, a bargaining unit member is guaranteed to be reinstated in the position he/she left, provided he/she returns within a twelve (12) month period.

Under all leaves of absence, a bargaining unit member will be assigned to a position in the district, provided he/she returns within twenty-four (24) months of the date of leaving.

Any bargaining unit member whose leave of absence is beyond twenty-four (24) months will be placed, at his/her request, on a waiting list to be assigned to an available position he/she is qualified to fill, in accordance with Article VIII B (page 10).

H. If a bargaining unit member extends his/her leave beyond a twelve (12) month period, that position must be posted immediately.

ARTICLE XIV

RETIREMENT/RESIGNATION/SEVERANCE

A. Upon retirement or death, the bargaining unit member or his/her beneficiary shall be paid one-half (1/2) of their unused cumulative sick days up to a maximum of sixty (60) full days of pay.

In addition, for every block of twenty-five (25) days in excess of one hundred twenty (120) cumulative sick days, the bargaining unit member shall receive five hundred dollars (\$500.00). Payment for days in excess of the one hundred twenty (120) that do not make up a twenty-five (25) day block will be prorated accordingly.

The term "retirement" shall be defined as the eligibility of the employee to retire and receive payment under the provisions of the Michigan School Employees Retirement Fund Law.

In instances of retirement only, cumulative sick leave pay shall not, in any case, be less than one thousand two hundred fifty dollars (\$1,250.00), subject to the following qualification.

1. Accumulated absences during the final year of employment shall be submitted for review of a joint committee of administrative and bargaining unit personnel. It shall be the decision of these representatives (two [2] from each group) to pass upon the extent, if any, of terminal pay benefits as here considered.

B. Any bargaining unit member desiring to resign shall file a written resignation with the Central Office, preferably four (4) weeks prior to the effective date, and in no event less than two (2) weeks.

C. Upon voluntary termination of employment not, however, involving a disciplinary action, employees who have both attained the age of fifty-five (55) and completed seven (7) years or more of school district employment may be paid one-half (1/2) of their accumulated sick leave days, up to a maximum of sixty (60) days at their current rate of pay.

D. Upon retirement or death, any accrued vacation allowance shall be paid at the current rate of pay.

ARTICLE XV

HOLIDAYS AND VACATION

A. Bargaining unit members shall receive the following paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
First Day of Spring Break	December 24
Memorial Day	December 25 - Christmas Day
July 4*	December 26 - if a work day*
Friday before Labor Day	December 31
Labor Day	

*12-month bargaining unit members only

In addition, when July 4th falls on a Tuesday, July 3rd shall be a paid holiday; when July 4th falls on Thursday, July 5th shall be a paid holiday, providing in either instance that school is not in session.

In the event that one of the above paid holidays falls on a Saturday or Sunday, an alternate holiday will be awarded, not to be in conflict with the school calendar.

For these days, bargaining unit members will be paid at their regular rate and hours of pay.

B. All 10-calendar month bargaining unit members shall be allowed, on a pro-rata basis, ten (10) days of paid vacation per year. These days shall be awarded on the bargaining unit member's first anniversary date and every year thereafter. Bargaining unit members working for a period of time less than a full year between anniversary dates shall receive vacation benefits on a pro-rata basis using a fractional division based upon the number of normal paid work days between anniversary dates. For the purposes of this paragraph, days a bargaining unit member receives district-paid sick pay shall be considered a day worked. These days are to be taken during the Christmas and Spring Break holidays. Any vacation days not taken during Christmas and Spring Break holidays will be paid in the payroll period following the bargaining unit member's anniversary date at the pay rate in effect immediately preceding the anniversary date.

C. All 12-month bargaining unit members shall receive ten (10) days paid vacation, to be taken upon request within a period of one (1) year from the anniversary date, as agreed with the Superintendent. These days shall be awarded on the bargaining unit member's first anniversary date and every year thereafter. Bargaining unit members working for a period of time less than a full year between anniversary dates shall receive vacation benefits on a pro-rata basis using a fractional division based upon the number of normal paid work days between anniversary dates. For the purposes of this paragraph, days a bargaining unit member receives district-paid sick pay shall be considered a day worked.

D. After five (5) years of service to the Board, all bargaining unit members shall receive one (1) additional week paid vacation, equaling a total of three (3) weeks. After ten (10) years of service to the Board, all bargaining unit members shall receive one (1) additional vacation day per year to a maximum of twenty (20) days. All vacations are awarded on the anniversary date and must be taken within a period of one (1) year from the anniversary date.

E. Holidays occurring during the vacation period shall not be charged against the vacation allowance.

F. Effective July 1, 2007, each bargaining unit member will be given one (1) additional vacation day, in addition to the above. All employees must use or lose this day by June 30th of each year. This day may be used during the school year by ten (10) and eleven (11) month employees, provided the employee's direct supervisor approves the scheduling of the day.

G. Use of vacation days for employees who work less than twelve (12) months will be allowed to use up to five (5) days of their vacation during each school year. They will only use two (2) days consecutively at a time. The scheduling of these days must be approved by their direct supervisor.

ARTICLE XVI

INSURANCE PROTECTION

A. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters. Disputes between beneficiaries of bargaining unit members and any insurance company shall not be subject to the grievance procedure established herein.

B. If a bargaining unit member already has coverage equal to or better than Plan A coverage from any other source, he/she shall only be entitled to Plan B coverage.

C. The Board shall make payment of insurance premiums for all bargaining unit members who complete their contractual obligation to assure insurance coverage for a full twelve (12) month period even though the bargaining unit member may not be returning the next school year. The School Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

D. The Board agrees to permit bargaining unit members on a leave of absence to continue on a cash-paying basis for the maximum number of months allowed by the insurance provider after the Board's obligation terminates.

E. The Board reserves the right to provide coverage equal to that described below in this Article through an alternate or self-funded plan.

Health Insurance

Beginning July 1, 2005, health insurance will be provided by MESSA Choices II PAK.

Plan A (for bargaining unit members electing health insurance.)

Medical Coverage

The Employer shall provide, without cost to the bargaining unit member, the MESSA Choices II PAK protection with prescription drug coverage (prescription drug co-pay will be ten dollars [\$10.00] for generic and brand name prescriptions May 1, 2008 through June 30, 2008. Effective July 1, 2008, the prescription drug co-pay will increase to ten dollars [\$10.00] for generic and twenty dollars [\$20.00] for brand name prescriptions) for a full twelve (12) month period for the bargaining unit member and his/her entire family and any other eligible dependents as defined by MESSA, or equivalent coverage. Sponsored dependents shall be considered eligible dependents for health insurance; however, the cost of insurance for a sponsored dependent shall be paid by the employee.

IUOE members wishing to continue MESSA Super Care 1 may continue this coverage as long as MESSA permits, provided the employee pays the difference in cost between the MESSA Super Care 1 PAK rate and the MESSA Choices II PAK rate. The Super Care 1 benefit levels will be the same as the MESSA Choices II PAK benefit levels. The Board of Education shall make an IRS Section 125 Plan available for employees to pay health insurance premiums.

Prescription Reimbursement

May 1, 2008 through June 30, 2008, IUOE members will receive a co-pay prescription reimbursement of six dollars (\$6.00) for generic and six dollars (\$6.00) for brand name prescriptions. Receipts must be maintained by the employee and will receive reimbursement based on the receipts in January and July of each year.

Effective July 1, 2008, IUOE members will receive a co-pay prescription reimbursement of six dollars (\$6.00) for a thirty (30) day supply of generic, twelve dollars (\$12.00) for a thirty (30) day supply of brand name or a ninety (90) day supply of generic, and twenty-four dollars (\$24.00) for a ninety (90) day supply of brand name prescriptions. This is based on a sixty percent (60%) co-pay reimbursement rate. Receipts must be maintained by the employee and will receive reimbursement based on the receipts in January and July of each year.

Long Term Disability

The Employer shall provide without cost to each eligible bargaining unit member a Long Term Disability Insurance Program. Benefits shall be paid at 66.67% of salary, up to a monthly maximum of two thousand five hundred dollars (\$2,500.00), and shall begin after expiration of one hundred eighty (180) calendar days (mod. fill). Includes medical premium expense benefit rider.

Alcohol/Drug and Mental/Nervous (two [2] year limit)
Unless hospitalization, then ongoing
Social Security Freeze
COLA

Dental Insurance

The Employer shall provide without cost to the bargaining unit member the Delta Dental 100/100/80/80 Plan with the Orthodontic Rider, including internal and external coordination of benefits (COB) for all members and their eligible dependents as defined by MESSA or equivalent coverage. There is a one thousand five hundred dollar (\$1,500.00) annual cap on benefits, and a one thousand five hundred dollar (\$1,500.00) lifetime cap on orthodontic benefits per eligible person.

Life Insurance

The Employer shall provide without cost to the bargaining unit member term life insurance protection in the amount of twenty-five thousand dollars (\$25,000.00) that shall be paid to the bargaining unit member's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP).

Vision Insurance

The Employer shall provide without cost to the bargaining unit member VSP-3 Plus Platinum vision care, including internal and external coordination of benefits (COB) for all employees and their eligible dependents as defined by MESSA or equivalent coverage.

Dependent Life Insurance

Two thousand dollars (\$2,000.00) spouse

Two thousand dollars (\$2,000.00) child(ren)

Plan B (for employees opting not to take health insurance)

Dental Insurance

Same as Plan A.

Long Term Disability

Same as Plan A.

Life Insurance

The Employer shall provide without cost to the bargaining unit member term life insurance protection in the amount of thirty thousand dollars (\$30,000.00) that shall be paid to the employee's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP).

Vision Insurance

Same as Plan A.

Dependent Life Insurance

Same as Plan A.

Prescription Drug Card

Same as Plan A.

Cash in Lieu of Medical

Within the structure of a Section 125 Cafeteria Plan, an employee may elect to receive one thousand dollars (\$1,000.00) in lieu of district-paid medical benefits. This payment will be paid at the end of a complete year in which the employee elected not to receive medical benefits. For employees working a partial year, a prorated payment will be made.

Dual Coverage

Employees eligible to receive health insurance benefits subsidized by the Board of Education through another employee of the Hazel Park School District are entitled to take Plan A or Plan B. One school district employee shall take Plan A and the other shall select Plan B, including the cash in lieu of health care.

Part-Time Employees

Bargaining unit members working less than eight (8) hours shall be offered the above benefits but on a pro rata basis, i.e., eight (8) hours – fully paid; seven (7) hours – 7/8 Board paid, 1/8 individual paid; six (6) hours – 3/4 Board paid, 1/4 individual paid; five (5) hours – 5/8 Board paid, 3/8 individual paid; less than five (5) hours – no benefits.

Pro rata cost sharing provisions shall not remove or reduce benefits from bargaining unit members now receiving such coverage.

Commencement of Benefits

The above benefits shall become applicable at the first date of permanent employment with the Board after contract agreement herewith.

Worker's Compensation

In the event of an injury arising out of the course of employment and resulting in a Worker's Compensation claim, the bargaining unit member shall be paid a supplemental pay benefit which, when combined with the Worker's Compensation loss of pay benefit, shall equal his/her normal regular wages without charge to their available sick leave bank. This provision assumes the following associated conditions:

1. Notice of injury

It shall be the responsibility of the bargaining unit member to give the earliest possible notice of injury to supervisory personnel. Except in instances of extreme emergency, this should be construed to mean immediate notice. Said notice should be given, in order, to the building/departamental supervisor, the building principal or the Superintendent, whomever shall be reached first.

2. Period of claim

Supplemental pay benefits for any single accident or instance of injury shall continue up to, but not for more than, a maximum of one hundred twenty (120) calendar days which will be paid only during the period of time the bargaining unit member is regularly scheduled to work. The period of claim for ten (10) month bargaining unit members will be limited to the lesser of the one hundred twenty (120) days defined above or the end of the school year.

3. Worker's Compensation Benefit Payments

During the "period of claim" defined in (2) above, all Worker's Compensation loss-of-pay benefits shall be deducted from the bargaining unit member's regular gross pay amount to determine the gross amount of the supplemental pay benefit.

After the "period of claim" defined in (2) above and, therefore, at the close of regular pay continuation, all Worker's Compensation benefit payments shall be retained by the bargaining unit member.

4. Extended combined sick leave/Worker's Compensation payments

If, during the period of annual regular employment and at the expiration of the "period of claim" defined in (2) above, the bargaining unit member has available and chooses to use his/her sick leave bank to continue his/her regular pay, he/she may so designate. In such a case, combined sick leave/Worker's Compensation pay benefits shall not exceed regular pay dollar amounts.

5. Physical check-ups

It shall be at all times the prerogative of the school district to utilize their doctor/doctors to evaluate the physical condition of any bargaining unit member receiving benefits under these provisions.

6. Injury on the job

Any bargaining unit member incurring an injury on the job requiring his/her need to go home, shall receive pay for a full day's work at the regular rate. If required to report back to the doctor during regular working hours, bargaining unit members shall be paid for time lost.

ARTICLE XVII

NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by the Agreement, but of common and mutual concern to the parties, shall be subject to negotiations between them from time to time during the period of this Agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within the school district.

It is recognized that no final agreement between the parties may be executed without ratification by the majority of the Board and by a majority of the membership of the Union, but the parties mutually pledge the representatives selected by each shall be clothed with all necessary power and authority to make proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

D. The Union shall be duly advised by the Board of significant fiscal, budgetary and tax program modifications affecting the district, and the Union shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

ARTICLE XVIII

GRIEVANCE PROCEDURES

A. Definition

A "grievance" shall mean a complaint by a bargaining unit member in the bargaining unit:

1. to the effect that there has been a violation, misinterpretation or inequitable application of any of the provisions of the Agreement; or

2. that there has been treatment unfair or inequitable by reason of any act or condition which is contrary to established policy or practice governing or affecting bargaining unit members.

As used in the Article, the term "bargaining unit member" shall mean also a group of bargaining unit members having the same grievance.

B. Adjustment of grievances

Grievances of bargaining unit members within the bargaining unit shall be presented and adjusted in the following manner:

1. **Level One** - The bargaining unit member with a grievance shall first discuss the matter with his/her immediate supervisor or principal, either directly or through his/her Union Representative, with the object of resolving the matter informally.

2. **Level Two** - In the event that the grievance is not satisfactorily settled at Level One within five (5) working days, the Union Steward shall, within five (5) working days from the receipt of response to Level One, file the grievance in writing to the District's Supervisor of Clerical Personnel, who shall issue a decision within ten (10) working days of receipt.

3. **Level Three** - In the event that the grievance is not satisfactorily settled at Level Two, the Union Business Representative shall, within five (5) working days after receipt of the Level Two response, file the grievance in writing to the Board.

4. Within ten (10) working days from receipt of the grievance, the Board of Education shall designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance provided. Except with the express written consent of the Union, final determination of the grievance by the Board shall be made at the next regular meeting.

5. If the decision of the Board is not satisfactory to the Union, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected from a panel of the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration hearing.

The Board shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Union. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon be entered in any court of competent jurisdiction.

6. Time lines for the grievance procedures may be extended, by mutual agreement, by the Board and the Union.

C. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If he/she shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her.

D. The costs of any arbitration under this Article shall be shared equally by the Board and the Union.

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2007, and shall continue in effect for two (2) years until the 30th day of June, 2009. This Agreement shall not be extended orally and can only be extended on a day-to-day basis with mutual consent of both parties until all parties involved can meet for negotiation purposes.

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

Copies of this Agreement shall be printed at the expense of the Board and presented within thirty (30) days of ratification to all bargaining unit members now employed or hereafter employed by the Board. A sufficient number of copies shall be sent to the International Union of Operating Engineers, Local 547, AFL-CIO.

HAZEL PARK BOARD OF
EDUCATION

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 547,
AFL-CIO

Chief Negotiator

Business Manager

Negotiator

President

Negotiator

Recording-Corresponding Secretary

SCHEDULE A

2007-2008

	Base	1.0	2.0	3.0	4.0	5.0
Level 1						
Rate	16.53	17.43	18.77	19.42	19.88	20.71
10 Month (1680 hrs)	26,762.40	28,274.40	30,525.60	31,617.60	32,390.40	33,784.80
12 Month (2080 hrs)	33,134.40	35,006.40	37,793.60	39,145.60	40,102.40	41,828.80
Level 2						
Rate	15.01	15.89	17.24	17.88	18.37	19.08
10 Month (1680 hrs)	25,216.80	26,695.20	28,963.20	30,038.40	30,861.60	32,054.40
12 Month (2080 hrs)	31,220.80	33,051.20	35,859.20	37,190.40	38,209.60	39,686.40
Level 3						
Rate	14.12	15.05	16.43	16.96	17.57	18.09
10 Month (1680 hrs)	23,721.60	25,284.00	27,602.40	28,492.80	29,517.60	30,391.20
12 Month (2080 hrs)	29,369.60	31,304.00	34,174.40	35,276.80	36,545.60	37,627.20
Level 4						
Rate	13.05	13.92	15.18	15.82	16.42	17.03
10 Month (1680 hrs)	21,924.00	23,385.60	25,502.40	26,577.60	27,585.60	28,610.40
12 Month (2080 hrs)	27,144.00	28,953.60	31,574.40	32,905.60	34,153.60	35,422.40

2008-2009

	Base	1.0	2.0	3.0	4.0	5.0
Level 1						
Rate	16.70	17.60	18.96	19.61	20.08	20.82
10 Month (1680 hrs)	27,031.20	28,560.00	30,828.00	31,936.80	32,709.60	34,120.80
12 Month (2080 hrs)	33,467.20	35,360.00	38,168.00	39,540.80	40,497.60	42,244.80
Level 2						
Rate	15.16	16.05	17.41	18.08	18.55	19.27
10 Month (1680 hrs)	25,468.80	26,964.00	29,248.80	30,340.80	31,164.00	32,373.60
12 Month (2080 hrs)	31,532.80	33,384.00	36,212.80	37,564.80	38,584.00	40,081.60
Level 3						
Rate	14.26	15.20	16.59	17.13	17.75	18.27
10 Month (1680 hrs)	23,956.80	25,536.00	27,871.20	28,778.40	29,820.00	30,693.60
12 Month (2080 hrs)	29,660.80	31,616.00	34,507.20	35,630.40	36,920.00	38,001.60
Level 4						
Rate	13.18	14.06	15.33	15.98	16.58	17.20
10 Month (1680 hrs)	22,142.40	23,620.80	25,754.40	26,846.40	27,854.40	28,896.00
12 Month (2080 hrs)	27,414.40	29,244.80	31,886.40	33,238.40	34,486.40	35,776.00

SCHEDULE B
CLASSIFICATIONS

- I. Secretary
 - Computer Programmer
 - Payroll

- II. Secretary
 - Director's Secretary
 - Principal's Secretary
 - Edison Secretary
 - Breakfast Club Secretary

- III. Secretary
 - Assistant Director's Secretary
 - Assistant Principal's Secretary
 - Central Cataloging
 - Counseling Office
 - Records Clerk
 - Business Office Secretary
 - Data Entry Clerk
 - Business Office Clerk
 - Special Services Clerk

- IV. Clerical
 - Adult Education Clerk
 - Attendance Clerk
 - Library Clerk
 - Receptionist/Switchboard