

AGREEMENT

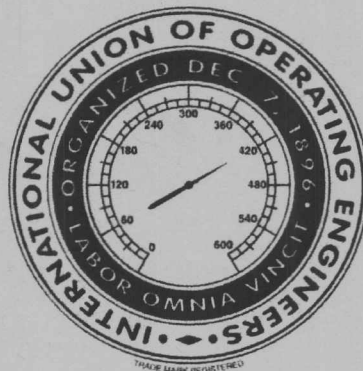
between the

**SWARTZ CREEK COMMUNITY SCHOOLS
BOARD OF EDUCATION**

and the

**INTERNATIONAL UNION
of
OPERATING ENGINEERS
LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO**

**EXECUTIVE SECRETARIES
BARGAINING UNIT**



JULY 1, 2009 - JUNE 30, 2012

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ARTICLE I - AGREEMENT

This Agreement is made by and between the Board of Education of the Swartz Creek Community School District, Swartz Creek, Michigan, hereinafter called the "Board", and the International Union of Operating Engineers, Local 324 – A, B, C, D, G, H, P, RA, S - AFL-CIO, hereinafter called "I.U.O.E."

ARTICLE II - RECOGNITION

A. Pursuant to and in accordance with Act No. 379 of the Public Acts of 1965, the Board hereby recognizes I.U.O.E. as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment for all members within the bargaining unit.

B. Nothing contained herein shall be construed to deny or restrict to any I.U.O.E. member the right they may have under the Michigan General School Laws, or any other applicable laws and regulations. The right granted hereunder shall be deemed to be in addition to those provided elsewhere. If any provision of this Agreement or any application of the Agreement to any member or group of 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.

ARTICLE III - NEGOTIATION PROCEDURES

A. Matters concerning wages, hours, terms and conditions of employment not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them during the period of this Agreement upon mutual agreement of the parties. 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. A temporary change in contract provisions not to exceed five (5) days may be effected by mutual agreement between the parties' representatives.

B. By January 15th, preceding the expiration of the contract, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of I.U.O.E. members employed by the Board.

C. 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 or outside of the school district. Efforts will be made by both parties to this Agreement to maintain stability of membership in these negotiating groups.

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

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

E. This agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the negotiators in writing and signed by both parties as an amendment to this Agreement. This paragraph is subject to the provisions of paragraph C above.

ARTICLE IV - INFORMAL PROBLEM SOLVING

Nothing contained herein shall be construed to prevent any individual Executive Secretary or the Union from presenting a problem and having the problem informally considered and/or adjusted by an immediate supervisor, the Superintendent or designee, if the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE V - GRIEVANCE PROCEDURE

A. FORMAL PROBLEM SOLVING PROCEDURES

The I.U.O.E. shall designate in writing to Management an I.U.O.E. representative and alternate for any member who will process grievances without loss of time or pay for the purpose of problem solving and grievances.

Any problem must be filed within forty-five (45) working days of the occurrence or reasonable knowledge thereof with the immediate supervisor.

1. STEP ONE

An individual Executive Secretary problem will be defined in writing and submitted to their immediate supervisor. The immediate supervisor will meet with the Executive Secretary and respond to the problem within ten (10) working days. The problem is considered settled if written appeal is not filed within five (5) working days after receipt of the written response.

A Union problem will be defined in writing and submitted to the Assistant Superintendent for Personnel Services. The Assistant Superintendent for Personnel Services will meet with Union representatives and respond to the problem within ten (10) working days. The problem is considered settled if written appeal is not filed within five (5) working days after receipt of the written response.

2. STEP TWO

An individual Executive Secretary problem statement in writing, the Step One response and the appeal request will be sent to the Superintendent or designee. The Superintendent or designee will meet with the Executive Secretary and respond to the problem within ten (10) working days. The problem is considered settled if written appeal is not filed within five (5) working days after receipt of the written response.

A Union problem statement in writing, the Step One response by the Assistant Superintendent for Personnel Services and the appeal request will be sent to the Superintendent or designee. The Superintendent or designee will meet with Union representatives and respond to the problem within ten (10) working days. The problem is considered settled if written appeal is not filed within five (5) working days after receipt of the written response.

3. STEP THREE

Within seven (7) calendar days of receipt of the grievance, members of the Board numbering not more than three (3) shall meet with the representatives of the I.U.O.E. numbering not more than three (3) in an effort to resolve the grievance.

If the facts are in dispute or additional information is necessary, the affected party or parties, or their representative as deemed necessary by either the Board or the I.U.O.E., will be invited to attend a fact-finding meeting prior to the above final meeting of the grievance committee. Within fifteen (15) calendar days after the meeting, the Board shall pass upon the grievance. Its decision will be made in writing to the I.U.O.E. and to any specific members involved.

4. STEP FOUR - ARBITRATION

a. The I.U.O.E. may submit the grievance to arbitration before any impartial arbitrator within twenty-five (25) calendar days after receipt of a decision of the Board if the decision is not acceptable. If the parties cannot mutually agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, s/he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the I.U.O.E. shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The fees and expenses only of the arbitrator shall be shared equally by the I.U.O.E. and Board. Each party shall assume its own cost of representation.

b. It shall be the function of the arbitrator, and s/he shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation, misapplication, or misinterpretation of the specific articles and sections of this Agreement.

(1) S/He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

(2) S/He shall have no power to establish salary scales or change any salary as specified in the Agreement.

(3) S/He shall have no power to change any practice, policy, or rule of the Board unless such practice, policy or rule is an alleged violation, misinterpretation, or misapplication of the express articles or sections of this Agreement. It is understood that any matter not specifically set forth in the Agreement remains within the reserved rights of the Board.

c. Both parties agree to be bound by the decision of the arbitrator if the award is within his/her authority as specified in this Article. It is further agreed that either party may appeal the arbitrator's decision or award to a court of competent jurisdiction, or refuse to be bound by said award or decision, if the arbitrator has exceeded his/her authority, or if there is evidence of fraud.

d. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.

e. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolved.

ARTICLE VI - UNION RIGHTS

A. I.U.O.E. RIGHTS

1. Pursuant to Act 379 of the Michigan Public Acts of 1965, the Board hereby agrees that every I.U.O.E. member employed by the Board shall have the right freely to organize, join and support the I.U.O.E. for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any member in the enjoyment of any rights conferred by Act 379, as amended, or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any member with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the I.U.O.E., his/her participation in any activities of the I.U.O.E., 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 of conditions of employment specified by this contract.

2. A member shall be entitled to be represented by the I.U.O.E. and/or have present a representative of the I.U.O.E. in any matter dealing with Employer-employee relationships. No action shall be taken with respect to the member until representation is present, if requested.

3. The Board agrees to make a reasonable effort to provide I.U.O.E. members with adequate parking facilities. The Board will continually strive, within its economic means, to maintain and improve, where necessary, these facilities.

4. The I.U.O.E. and its members shall have the right to use school building facilities at all reasonable hours for meetings. No member shall be prevented from wearing insignia, pins, or other identification of membership in the I.U.O.E., either on or off the school premises. Bulletin boards and other established media of communication shall be made available to the I.U.O.E. and its members.

5. Any material in a member's file shall be for reasonable cause and a copy shall be given to the member at the time it is placed in his/her file. The member may attach a letter of clarification.

B. JUST CAUSE AND DUE PROCESS

1. NO I.U.O.E. MEMBER SHALL BE DISCIPLINED, REPRIMANDED, REDUCED IN RANK OR COMPENSATION OR DEPRIVED OF ANY PROFESSIONAL ADVANTAGE WITHOUT JUST CAUSE.

2. Just cause shall be established when all of the following conditions are met:

a. The rule or managerial order must be reasonably related to:

- (1) the orderly efficient and safe operation of the Board's business; and
- (2) the performance the Board might properly expect of the I.U.O.E. members.

b. The Board shall apply all rules, orders and penalties evenhandedly without discrimination.

c. The degree of discipline administered by the Board in a particular case shall be reasonably related to:

- (1) the seriousness of the member's proven offense; and
- (2) the record of the member in his/her service to the school district.

3. Due process shall be followed in establishing just cause. Due process herein contained includes at least the following:

a. The Board will give the member advance warning of the possible or probable disciplinary consequences of his/her conduct.

b. The member shall be informed of his/her right to have any I.U.O.E. representative present and his/her right to have the I.U.O.E. represent his/her interests in all stages of the investigation of a complaint.

c. The member shall have the right to timely written notice of any complaint from which disciplinary action may develop.

d. The Board, before disciplining the member, shall make a reasonable effort to discover whether the member did in fact violate or disobey a proper rule of management.

e. The Board's decision to take disciplinary action shall be based on substantial evidence or proof.

f. The member shall have the right to appeal all discipline through the grievance procedure.

4. All information forming the basis for disciplinary action shall be made available to the member and the I.U.O.E.

ARTICLE VII - MANAGEMENT RIGHTS

A. The Board, on its own behalf, and on behalf of the electors of the Swartz Creek Community School District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States, including, but not limited to, the executive properties and facilities and the management control and directions of the activities of its employees and their conditions of employment.

B. The exercise of the foregoing and all other powers, 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 expressed terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with the Constitution and the laws of the State of Michigan and the United States.

ARTICLE VIII - CONTINUITY OF SERVICE

I.U.O.E. and the Board recognize that strikes and other forms of work stoppages by Executive Secretaries are contrary to law and public policy. I.U.O.E. and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the I.U.O.E. members work day. I.U.O.E. therefore agrees that its members shall not take part in any strike or stoppage of work during their working hours. Failure on the part of any Executive Secretary to comply with the provisions of this Article shall be cause for disciplinary action.

ARTICLE IX - REMUNERATION

Executive Secretary

	2088 Hours		2088 Hours		2088 Hours
	2009-2010		2010-2011		2011-2012
1	\$14.58	1	\$14.73	1	\$15.02
2	\$15.45	2	\$15.60	2	\$15.92
3	\$16.36	3	\$16.52	3	\$16.85
4	\$17.17	4	\$17.34	4	\$17.69
5	\$18.04	5	\$18.22	5	\$18.58
6	\$19.01	6	\$19.20	6	\$19.58
7	\$19.98	7	\$20.18	7	\$20.58
8	\$20.99	8	\$21.20	8	\$21.62
8		8		8	
5	\$21.62	5	\$21.84	5	\$22.27
9	\$22.05	9	\$22.27	9	\$22.72

Payroll/Bookkeeping

	2088 Hours		2088 Hours		2088 Hours
	2009-2010		2010-2011		2011-2012
1	\$17.09	1	\$17.26	1	\$17.61
2	\$18.09	2	\$18.27	2	\$18.64
3	\$19.19	3	\$19.38	3	\$19.77
4	\$20.13	4	\$20.33	4	\$20.74
5	\$21.14	5	\$21.35	5	\$21.78
6	\$22.19	6	\$22.41	6	\$22.86
7	\$23.32	7	\$23.55	7	\$24.02
8	\$24.59	8	\$24.84	8	\$25.33
8		8		8	

5	\$25.33	5	\$25.58	5	\$26.09
9	\$25.84	9	\$26.10	9	\$26.62

All new I.U.O.E. hires may be placed on the salary schedule at the level of verified experience up to three (3) years at the time of employment. No bargaining unit member shall be paid less than a new hire in the same classification.

Existing employees will be placed on the salary schedule according to their experience in the bargaining unit. Should a bargaining unit employee move from the Executive Secretary schedule to the Payroll/Bookkeeper schedule, he/she shall be placed on a salary step providing for at least a five percent (5%) increase.

- C.
1. Employees who have an employment date between July 1st and December 31st of any year will be eligible for annual increments on July 1st of the following year.
 2. Employees who have an employment date between January 1st and June 30th of any year will be eligible for annual increments on January 1st of the following year.
 3. Mid-year salary increases shall be granted on July 1st and pro-rated over the entire year.

ARTICLE X - FRINGE BENEFITS

A. INSURANCES

1. Hospitalization

Full family hospitalization shall be paid by the Board with a choice of carrier based on the following attached levels and clarifications of coverage.

2. Members not electing health insurance coverage under Section A above shall be eligible to receive three thousand five hundred four dollars (\$3,504.00) in cash option per the cafeteria plan approved by the Board. Equal payments will start with the first pay in October through twenty-six (26) pays. Benefit is ended upon separation of service.

3. Life Insurance

Full payment of thirty thousand dollars (\$30,000.00) AD&D convertible group term life insurance shall be paid for by the Board.

4. Long Term Disability

All members shall be provided long term disability with the following specifications:

a. Sixty-six and two-thirds percent (66-2/3%) of annual salary with monthly maximum benefit sufficient to meet the sixty-six and two-thirds percent (66-2/3%) guarantee. Basic monthly wages to be annual contract salary divided by thirteen (13).

b. Forty-five (45) calendar days or accumulated sick leave, whichever is greater.

c. Maximum income period: To age seventy (70), in conformance with federal rules on age discrimination.

d. Disability benefit offsets:

(1) Family Social Security disability benefits;

(2) Workers' Compensation;

(3) Other group disability plans;

(4) Michigan Public School Employees Retirement Act.

e. Integration with Social Security to be frozen at the level of benefits which exists at date of disability.

f. Pre-existing conditions to be covered without restriction.

g. Mental and nervous disorders to be covered without restrictions in or out of the hospital, the same as any other disability.

h. Rehabilitation clause – fifty percent (50%) offset maximum up to twenty-four (24) months minimum adjusted benefits.

i. Successive periods of disability separated by less than six (6) months recovery will be construed as the same disability, and benefits will resume immediately without a new elimination period - same or related cause(s).

j. Illness and/or disability related to childbirth will be covered as other illness.

k. Annual cost of living improvement to a lifetime maximum of twenty percent (20%).

5. The Board shall provide MESSA VSP3 Vision Care Plan, or an equivalent plan, for all I.U.O.E. members and their eligible dependents. This plan shall cover the reasonable and customary costs for exams, lenses, frames and/or contacts.

6. The Board shall provide Delta Dental Care Plan E with orthodontic rider 07 or its equivalent for members of I.U.O.E. and their eligible dependents. Said coverage shall be at the one hundred percent (100%) of cost coverage.

7. Fringe benefits will be paid for one (1) month after an approved leave of absence other than sick leaves.

8. Temporary employees not members of the I.U.O.E. paid on a day-to-day basis shall not be eligible for fringe benefits.

B. SICK DAYS

1. Sick days shall be granted annually to each regular member as follows with unlimited accumulation:

a. Sixteen (16) days for full-time members.

b. Accrued sick days and the new year's total allowance shall be credited to each member on July 1st of each year.

c. If death occurs to a member while actively employed and receiving regular compensation, payment will be made to the estate and/or the beneficiary as stipulated in the life insurance policy of the member for all of the member's unused accumulated sick days at the regular daily rate.

2. The total unused portion of the annual sick day allowance shall be permitted to accumulate without limit.

3. Accumulated sick days shall be used only for personal illness, physical disability, death in immediate family, illness in immediate family, doctor or dentist appointments.

4. No member forfeits or accumulates sick days during approved leaves of absence. However, the member shall not be eligible to use sick days while on leave of absence.

C. INCLEMENT WEATHER

1. When school is closed due to inclement weather, fires, epidemics, mechanical breakdown or health conditions, members shall not be required to report. Should member report and a building then be closed, member shall not be required to remain.

2. Members who are unable to report because of inclement weather when school is in session shall be allowed to use personal leave days or sick leave days if no personal leave days are available.

3. Those required to work by the Superintendent or designee, or Executive Secretaries who have permission to work on a closed day, will be allowed equal time off with pay at a future date agreeable with the employee(s) and their supervising administrator.

D. PERSONAL BUSINESS

A maximum of four (4) days of above sick days may be used for personal business with notification of absence only. These four (4) days may accrue as sick days if not used on personal business, but will not accrue as personal business days.

E. BEREAVEMENT DAYS

1. Three (3) working days per death beginning with the day of death or the first day after death, are allowed if the death is in the immediate family. Immediate family shall be defined as member or spouse's child, foster child, parent, grandparent, brother, sister, spouse, or in-laws.
2. One (1) additional day will be allowed because of the need to travel distances of one hundred (100) miles or more one way to attend funeral of a member of the immediate family.
3. If additional days are needed, two (2) days will be allowed to be taken from sick days to attend funeral of members of the immediate family.
4. One (1) work day will be allowed to attend the funeral of a relative not included in paragraph A. Relatives shall include aunts, uncles, step parents, first cousins, nieces, and nephews.
5. Additional days to any of the above may be granted at the discretion of the Superintendent.
6. Members who attend a funeral as a representative of the school district with the permission of the immediate supervisor shall be granted bereavement leave with no loss of pay.

F. MATERNITY AND/OR ADOPTION LEAVE

Leave for prenatal and/or postnatal child rearing or situation of adoption shall be granted upon request. Application for such leave must be made in writing with a reasonable period of notice. The date of the beginning and ending of such leave shall be scheduled to make only one interruption during the school year. All other leave of absence provisions apply to this category.

G. LEAVE OF ABSENCE (All leaves are without pay unless otherwise specified.)

1. All requests for leaves of absence by members must be in writing and filed at the office of the Assistant Superintendent for Personnel Services.
2. Leaves of absence must be approved by the Board for members to maintain seniority with the school system. It is the policy of the Board to grant leaves for study, maternity, and health. Leaves for any other reason will be considered on an individual basis.
3. Members may not accumulate sick days during a leave of absence. Sick day accumulation previous to leave shall be credited upon return.
4. A leave of absence granted to a member shall normally not be extended beyond a period of three (3) consecutive years. Each consecutive annual leave shall require approval by the Board.

H. SICK LEAVE

1. Fringe benefits for the member shall be paid by the Board for a duration of six (6) months.
2. A member placed on sick leave shall accrue seniority during said leave.
3. Members returning from sick leave shall give advance notice to the Assistant Superintendent for Personnel Services when able to return to work. The member shall be placed in his/her former position.

I. RETURN FROM LEAVE PROCEDURE

1. A member returning from leave will be offered the same position s/he had when said leave commenced.
2. All members returning from leave shall be offered positions before any new member is assigned.
3. Any member granted a leave of absence shall retain his/her previously earned seniority when s/he returns.

ARTICLE XI - VACATIONS

A. Members shall earn credits toward vacation with pay in accordance with the following schedule based on the service rendered during a fiscal year July 1st to June 30th:

5 working days the 1st year*	18 working days after 8 years
12 working days after 1 year	19 working days after 10 years
13 working days after 2 years	20 working days after 11 years
14 working days after 3 years	21 working days after 12 years
16 working days after 4 years	22 working days after 15 years
17 working days after 5 years	

* Accumulated at one-half (1/2) day per month after sixty (60) days of employment.

B. A member may carry over one-half (1/2) of his/her total amount of accrued vacation for one (1) year. Maximum accumulated days may not exceed forty-five (45) vacation days in any one (1) year.

C. If a member is laid off, retires or becomes incapacitated, s/he will receive any unused vacation credit, including (on a prorated basis) any that might have been accrued in the current fiscal year. Other terminations of employment will cause forfeiture of all vacation benefits earned during that fiscal year.

D. Members eligible for vacation benefits shall be paid vacation days on the basis of their rate per hour and hours per day of their regularly scheduled work day.

E. Vacations shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the school system. Insofar as it is possible within this limitation, vacations shall be scheduled at a time satisfactory to the member.

F. When a designated holiday is observed by the Board on a day other than Saturday or Sunday during a scheduled vacation, the vacation will be extended one (1) day. During Christmas and Easter break, a member may choose to take a personal day or vacation day preceding or succeeding a holiday, providing school is not in session, without loss of holiday pay.

G. If a member becomes ill prior to his/her vacation and the illness continues into his/her scheduled vacation period and s/he is under the care of a licensed physician, his/her vacation may be rescheduled whenever possible, providing it does not create a hardship for the remaining work force and work assignments. In the event his/her incapacity continues through the fiscal year, s/he will be awarded payment in lieu of his earned vacation.

ARTICLE XII - HOLIDAYS

A. The following shall be considered as paid holidays for purposes of this Agreement:

- July 4th
- Work day before Labor Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Day before Christmas
- Christmas Day
- Day before New Year's
- New Year's Day
- Presidents' Weekend
- Good Friday
- Easter Monday
- Memorial Day

Any of the above days occurring on a Saturday or Sunday, or when school is in session on Good Friday and Easter Monday, shall be rescheduled for compensation by mutual consent. Two (2) days compensatory time shall be given all members in the event Presidents' Weekend is not scheduled. One (1) day compensatory time shall be given if school is in session on the work day before Labor Day.

B. Members pre-approved to work on a holiday will be paid double time (2X) for the time worked with no loss of holiday pay.

ARTICLE XIII - LONGEVITY

A. A member of the I.U.O.E. bargaining unit shall receive longevity compensation at the rate of fifty dollars (\$50.00) for each year upon completion of eight (8) years of service, up to and including thirty (30) years. Increase longevity by ten dollars (\$10.00) per year for time earned over fifteen (15) years.

B. Members will receive longevity pay the last pay day in June on a separate check.

ARTICLE XIV - WORKERS' COMPENSATION

A. All employees of the Board are subject to the provisions of the State of Michigan's Workers' Compensation Act. The Workers' Compensation Act is "an act to promote the welfare of the people of this state, relating to the liability of employers for injuries or death sustained by their employees, providing compensation for the disability or death resulting from occupational injuries or disease or accidental injury to or death of employees and methods for the payment and apportionment of the same."

B. According to this Act, no compensation shall be paid until after the seventh (7th) calendar day of injury. Compensation will be paid for the duration of the absence under the terms of the Workers' Compensation Act. If the injury causes absence of over two (2) weeks, the first seven (7) days will also be paid.

C. Time lost from work the day of the accident and day after the accident (if the accident is the cause of the time off) shall be paid and not charged to sick leave.

ARTICLE XV - WORK DAY

A. WORK DAY

The I.U.O.E. work day is from 8:00 a.m.-4:00 p.m., Monday through Friday, including one (1), thirty (30) minute uninterrupted break and one, one (1) hour lunch. The Administration will make every effort within reason to insure a duty free lunch period of at least thirty (30) minutes. No more than three (3) I.U.O.E. members will be on break at any time. Effective 7/01/01, the one (1) hour lunch shall be reduced to a thirty (30) minute uninterrupted lunch break.

On the second (2nd) Monday following the close of school, the I.U.O.E. work day will be from 8:00 a.m.-3:30 p.m., Monday through Friday, including one (1), thirty (30) minute uninterrupted break and a thirty (30) minute obligated lunch. We will return to the regular I.U.O.E. work day two (2) weeks prior to the beginning of school.

B. OVERTIME/COMP TIME

Compensation time (work beyond the regular work day) for the I.U.O.E. members will be pre-approved whenever possible by the immediate supervisor and/or the Superintendent or designee. Compensation time for I.U.O.E. members will be recorded by the Payroll Office. The request to use compensation time will be approved by the immediate supervisor and/or Superintendent or designee.

At the member's option, any time worked beyond the regular work day shall be compensated at time and one-half (1-1/2) the base hourly wage by comp time or overtime pay.

C. FLEX TIME

A request for flexible application of working hours will be considered, on an individual basis, by the immediate supervisor and/or the Superintendent. Approval of one-time incidents may be verbal. All other agreements shall be in writing specifying the details and duration of the agreement. The agreement shall be signed by the employee and the supervisor.

D. INSERVICE

Providing the Board schedules an Inservice Day, it is expected that all I.U.O.E. members will attend the activities for secretaries. Exceptions to the expectation for attendance may be arranged by the immediate supervisor and the Superintendent.

ARTICLE XVI - JURY DUTY AND COURT SERVICE

A. When a member is called for jury service, or to serve as a witness in a court action not involving the Board of Education, s/he shall give the Board of Education proper notice, and the Board of Education will reimburse the member for the difference between his/her regular pay and the amount s/he receives for court services, except that amount received for mileage.

B. When a member is subpoenaed to serve as a witness in a court action representing the Board of Education, such service will be included in his/her regular assignment. Any remuneration resulting from court service will be returned to the school with the understanding that the member will be paid his/her regular wage or court service, whichever is greater. Any expense for meals and/or mileage shall be returned to the member.

C. Members serving for a half day or less jury duty will be expected to report for work for half of their assignment for that day. Members serving more than a half day will not be expected to report for work on that day.

ARTICLE XVII - PAYROLL DEDUCTIONS

A. LEGALLY REQUIRED DEDUCTIONS

1. Deductions for federal withholding tax, Social Security and Michigan income tax shall be made from each employee's salary beginning with the date of his employment as required by law.

B. VOLUNTARY DEDUCTIONS

The following deduction will be facilitated by the Board:

1. Group insurance for hospitalization and loss of time. Deductions are made the second (2nd) payroll of each month;

2. Flint Area School Employees Credit Union - deductions are made every payroll;

3. Dues to I.U.O.E.;
4. U.S. Government Bonds;
5. United Fund contributions;
6. Tax deferred annuities as approved by the Board;
7. Other deductions as approved by the I.U.O.E. and Administration.

C. DEDUCTIONS BECAUSE OF ABSENCE FROM WORK

Any absence not covered by sick leave or personal business leave will be deducted at the member's regular daily rate.

ARTICLE XVIII - VACANCIES, NEW POSITIONS AND TRANSFERS

A. When a new position within the I.U.O.E. is created which cannot be properly placed into an existing classification, the Board, upon determining the requirements thereof, shall post the same for ten (10) working days upon the bulletin board, along with the proposed pay rate. If the I.U.O.E. objects to the pay rate and/or classification, it may notify the Administration within five (5) working days after such posting, and a meeting will be arranged whereby the parties shall negotiate the pay rate and/or classification.

B. Notices of vacancies and new positions will be posted on employee bulletin boards for a period of ten (10) working days. Interested employees must make written application for the position within the ten (10) day time frame.

C. The new or vacant position posting shall contain the following:

1. Job title;
2. Classification;
3. Rate of pay or pay range;
4. Hours to be worked;
5. Preferred or required qualifications (optional).

D. The senior employee within the bargaining unit making application shall be granted the position provided that the employee has the necessary qualifications as determined by the Employer.

E. An individual who is granted a transfer within the bargaining unit shall complete a trial period of thirty (30) working days. Should the Employer or the employee decide that the individual should revert to the previous position, then such determination by either party shall be in writing prior to the end of the trial period.

F. A newly hired individual who is awarded a position within the bargaining unit shall complete a probationary period of forty-five (45) working days. During this time period, an individual may be terminated and said action shall not be grieved. Upon successful completion of the probationary period, seniority shall be retroactive to date of hire and said employee shall become a member of the Union as a condition of employment.

G. The Board reserves the right to hire, promote, suspend and discharge employees, transfer employees, assign work, determine the size of the work force and lay-off employees.

H. Involuntary transfers will be based on reverse seniority.

I. Any member involuntarily transferred under this provision shall have the first right of return to the first available position in the I.U.O.E. unit for which he/she is qualified.

ARTICLE XIX - STAFF REDUCTION

In the event the Board decides to reduce its staff the following provisions shall apply.

THE INITIAL SENIORITY CREDIT FOR THE I.U.O.E. MEMBERS SHALL BE THE EFFECTIVE DATE OF HIRE (GRANDFATHER CLAUSE).

A. Hereinafter seniority for the purpose of this reduction shall be defined as non-terminated years of employment within classification in the I.U.O.E. Leaves of absence shall not be considered terminations. A seniority list of all members shall be prepared by the Board and verified by the I.U.O.E.

B. Before the Board makes any reduction in personnel, it will first consult with the I.U.O.E. regarding the effects of such reduction. At the time the Board consults with the I.U.O.E., it shall establish a time frame by which written recommendations of the I.U.O.E. must be submitted so as to receive consideration of the Board in implementation of the lay-off and recall provisions of this Agreement.

C. The order of reduction and recall will be according to seniority in the effected level. Such reduction and recall shall be subject to mutual agreement between the Board and the I.U.O.E. to the extent possible. If mutual agreement is not reached, the Board may implement the lay-off, subject to the I.U.O.E.'s right to arbitrate those lay-offs it believes not to be in compliance with the aforementioned provisions. Upon being provided notice of the I.U.O.E.'s intent to arbitrate, which shall be received not more than fifteen (15) calendar days after the Board has served notice to the I.U.O.E. of its intent to implement the lay-off, representatives of the Board shall meet with the I.U.O.E. to establish procedures by which the dispute may be expeditiously heard by an impartial arbitrator.

If the parties cannot mutually agree on an arbitrator, the selection process of the American Arbitration Association shall be used. Expenses of the Arbitrator will be shared equally by the parties.

D. Any member who would have qualified for retirement during the reduction year shall be permitted to work that year so as to acquire needed service.

E. In the event that a reduction of staff is deemed necessary, leaves of absences without pay will automatically be granted equal to the number of positions specified for layoffs. These leaves of absence shall not prohibit the members from seeking and accepting gainful employment elsewhere, and shall not be terminated for that reason except on written request of the member. A member may elect to take and will be granted leave of absence during the staff reduction irrespective of his/her position on the seniority list.

1. During said leave of absence, such member shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits by paying the insurance premiums at the insurance office. This section is contingent upon approval by the respective insurance carriers. This is COBRA.

2. A member on staff reduction leave shall continue to accrue seniority and salary schedule credit, except that such credit not accrue beyond three (3) consecutive years.

3. The fact that a member is placed on leave of absence for the purpose of staff reduction shall not result in the loss of status or credit for previous years of service. Accumulated sick days shall not be canceled but shall remain credited to the member.

F. If a position exists within the Swartz Creek District for which the released member is to be recalled, the member shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the member shall accept the position by replying in writing, or it shall be determined that s/he has declined the position. No new staff member shall be hired until all staff on leave in accordance with this section have been offered an opportunity in writing to return to active employment. It is the member's responsibility to keep his/her address current with the Personnel Office.

ARTICLE XX - MISCELLANEOUS

A. DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 2009, and shall continue in effect until June 30, 2012. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

2. No member covered by the terms of this Agreement will be penalized, threatened, punished, or demoted because of any participation in collective bargaining activities.

B. MASTER AGREEMENT PRINT-UP

Copies of this Agreement shall be printed at the expense of the Board and presented to all members now employed or hereinafter employed by the Board.

C. MILEAGE

The Board shall pay each of the I.U.O.E. members the I.R.S. mileage rate per mile as established by policy for travel involved in the discharge of work related duties which require the use of a member's personal automobile.

D. REVIEW OF PERSONNEL FILE

Each member shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the I.U.O.E. may, at the member's request, accompany the member in such a review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. A member will be given a copy of any material in his/her file upon request.

E. RETIREMENT INCENTIVE

1. Upon retirement, each member shall receive payment for unused sick days at the rate of forty dollars (\$40.00) per day, to a maximum of one hundred fifty (150) days.

2. Upon retirement, each member shall receive a lump sum payment of three thousand dollars (\$3,000.00).

F. PROFESSIONAL MEMBERSHIP

The Board will pay fifty dollars (\$50.00) per year per member toward memberships in County, Regional, State and National professional organizations for I.U.O.E. members, or job-related periodicals.

G. EVALUATIONS

Replace evaluation form (checklist) with a narrative style evaluation. Areas of evaluation content will be discussed by I.U.O.E. member and supervisor. The supervisor reserves the right of inclusion or exclusion of items for consideration. A copy of the evaluation shall be provided to the I.U.O.E. member.

All I.U.O.E. members shall have the right to respond in writing to any evaluation and such response shall be included in his/her personnel file.

ARTICLE XXI - JOB DESCRIPTIONS

A. JOB PERFORMANCE RESPONSIBILITIES FOR EXECUTIVE SECRETARIES

1. Takes and transcribes various types of correspondence, reports, notices and recommendations.

2. Obtains, gathers and organizes pertinent data as needed and puts it into usable form.

3. Processes incoming correspondence as instructed.

4. Maintains a regular filing system.

5. Places and receives telephone calls and records messages.

6. Orders and maintains supplies as needed.

7. Maintains a schedule of appointments and makes arrangements for conferences and interviews.

8. Knowledgeable and proficient in the use of computers, software, electronic typewriters, copiers, calculators and various other office equipment.

9. Using the GISD mainframe for key entry.

10. Performs other professional related responsibilities as assigned by immediate supervisor or Superintendent. Responsibilities increased or added on a regular or permanent basis may result in additional remuneration, in the form of money or time-off work as mutually agreed to between the Superintendent and I.U.O.E. member.

B. SECRETARIAL PERFORMANCE RESPONSIBILITIES SPECIFIC TO:

1. ASSISTANT SUPERINTENDENT FOR BUSINESS SERVICES

a. Insurance

- (1) Enrollment
- (2) Billing
- (3) Application for insurance benefits
- (4) Fringe projections

b. Process the accident reports for Workers' Comp.

c. Purchase Orders

- (1) Order all building offices supplies
- (2) Type all Building and Site purchase orders for the District

2. ASSISTANT SUPERINTENDENT FOR INSTRUCTIONS SERVICES:

a. Child Accounting

- (1) Key enter K-6 students
- (2) Student Counts
- (3) Prepare reports - State and Federal

b. Maintain a record of conferences and reimbursements for certified staff

c. Serve as a liaison between the universities and principals in the placement of student teachers

3. ASSISTANT SUPERINTENDENT FOR PERSONNEL SERVICES

- a. Maintain and update personnel files including retirees
- b. Type contracts for:
 - (1) Administrators
 - (2) Teachers
 - (3) Special Services (Bucket Brigade, Indian Education)
 - (4) Mechanics
 - (5) Schedule B
 - (6) Schedule E
- c. Fill out the unemployment claims forms and maintain file
- d. Complete MIOSHA reports
- e. Process paper work for Tuition Students
- f. Notary Public
- g. Type GISD, State and Federal Reports

C. JOB PERFORMANCE RESPONSIBILITIES FOR BOOKKEEPER AND PAYROLL

- 1. Obtains, gathers, and organizes pertinent data as needed, and puts it into usable form, including composing correspondence.
- 2. Processes incoming correspondence.
- 3. Maintains a regular filing system.
- 4. Places and receives telephone calls, and records messages.
- 5. Orders and maintains supplies as needed, including checks and envelopes.
- 6. Knowledgeable and proficient in the use of computers, software, typewriters, copiers, calculators and various other office equipment.
- 7. Uses the GISD mainframe for key entry.

BOOKKEEPER

- 1. Revenue
 - a. Writes receipts
 - b. Deposits daily

2. Disbursements
 - a. Encumbers all purchase orders
 - b. Pays all invoices approved for payment for:
 - (1) General Fund
 - (2) Building & Site
 - (3) Cafeteria
 - c. Prepares manual checks from all funds as necessary
 - (1) General Fund
 - (2) Building & Site
 - (3) Cafeteria
 - (4) Payroll
 - (5) Internal Account - Administrative
 - (6) Internal Account - High School
3. Reconcile bank statements for all funds except Athletic.
4. Writes all journal vouchers for entries to system which includes audit adjustments and reversing entries.
5. Plans cash flow to coincide with payroll and payable dates.
6. Determines monies available for investing and length of investment.
7. Keeps permanent ledgers for all funds and investments.
8. Initiates all interbank and wire transfers.
9. Pays sales tax and prepares state withholding reports.
10. Serves as main facilitator to school district auditing firm.
11. Prepares and orders monthly financial reports.
12. Invests scholarship monies and dispenses check to awardees.

PAYROLL

1. PROCESS PAYROLL
 - a. Calculate contract balances, summer savings balances and payoffs.

- b. Assign employees classifications codes.
- c. Prepare payroll and absences for educational aides, secretaries, teachers and substitutes.

2. **BALANCING**

- a. Payroll totals/calendar and fiscal year basis.
- b. All deductions made from checks.
- c. MEA and NEA contributions.
- d. Summer Reserve.

3. **MAINTAIN RECORDS**

- a. Permanent and fiscal earnings record books on all employees.
- b. Create individual earnings records on all substitute teachers.

4. **REPORTS**

- a. Knowledgeable in following the reporting procedures and regulations outlined by the State of Michigan for public sector employees.
- b. Monthly retirement, City of Flint, Bureau of Labor statistics.
- c. Quarterly - MIP/BASIC, retirement, Social Security, Federal, City of Flint, Michigan Employment Security Commission.
- d. Annual - W-2 and 1099 reports, Federal, State, City of Flint.
- e. Fiscal - WC audit report, accrued wage audit report.
- f. Request reimbursement for Social Security costs.
- g. Approve Mag tape for reporting.

5. **MEETINGS**

Attend MSA payroll meetings, retirement and Social Security meetings.

6. **MISCELLANEOUS**

- a. Third Party Sick Pay
- b. Jury duty checks
- c. Final salary affidavits or refund forms upon employee's termination.
- d. Garnishments

- e. Annuity changes
- f. Notify SCEA of all teachers eligible for dues.
- g. Explain MIP/BASIC retirement plans to all new employees, including substitutes.

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012.

This Agreement shall not be extended orally and it shall expire on the date indicated.

ADDENDUM A

The parties agree that a new employee hired into the I.U.O.E. with less experience will not be given a starting rate equal to I.U.O.E. members with more experience.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 324 AFL-CIO

ZWARTZ CREEK COMMUNITY SCHOOLS
BOARD OF EDUCATION

By John M. Hamilton
Business Manager

By John A. Spill
President

By John A. Spill
President

By John A. Spill
President

By John A. Spill
Resolving - Corresponding Secretary

By John A. Spill
Chief Negotiator

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

SWARTZ CREEK COMMUNITY SCHOOLS
BOARD OF EDUCATION

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 324 AFL-CIO

By John A. Krichelboch
President

By John M. Hamilton, CAE
Business Manager

By [Signature]
Superintendent

By [Signature]
President

By [Signature]
Chief Negotiator

By [Signature]
Recording - Corresponding Secretary