

**AGREEMENT**

**between**

**THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT  
OF THE CITY OF EAST LANSING,  
Ingham and Clinton Counties, Michigan,  
hereinafter called the “Board,”**

**and**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL #324 AFL-CIO  
hereinafter called the “Union”**

**2010-2013**



## TABLE OF CONTENTS

ARTICLE 1: AGREEMENT AND PURPOSE.....	1
ARTICLE 2: UNION RECOGNITION, AGENCY SHOP, PAYROLL DEDUCTIONS.....	1
ARTICLE 3: NON-DISCRIMINATION .....	4
ARTICLE 4: VISITATION .....	4
ARTICLE 5: STEWARDS .....	4
ARTICLE 6: BOARD RIGHTS .....	5
ARTICLE 7: SAFETY .....	5
ARTICLE 8: JURISDICTION .....	5
ARTICLE 9: SENIORITY .....	6
ARTICLE 10: TRANSFER AND PROMOTIONAL PROCEDURE.....	8
ARTICLE 11: DISCHARGE, DEMOTION AND DISCIPLINE .....	10
ARTICLE 12: LEAVE OF ABSENCE .....	10
ARTICLE 13: GRIEVANCE PROCEDURE.....	13
ARTICLE 14: HOURS AND WORK WEEK.....	15
ARTICLE 15: PAID LEAVE .....	17
ARTICLE 16: HOLIDAYS .....	19
ARTICLE 17: VACATIONS .....	20
ARTICLE 18: INSURANCE PROTECTION.....	22
ARTICLE 19: GENERAL.....	25
ARTICLE 20: COMPENSATION .....	28
ARTICLE 21: PART-TIME EMPLOYEES.....	28
ARTICLE 22: SCOPE, WAIVER, AND ALTERATION OF AGREEMENT.....	29
ARTICLE 23: LONGEVITY .....	29
ARTICLE 24: TERMINATION AND MODIFICATION.....	30
SALARY SCHEDULE A.....	31
LETTER OF AGREEMENT/ADDITIONAL WORK DAYS – ELEMENTARY SECRETARIES .....	32
INDEX .....	33



**ARTICLE 1**  
**AGREEMENT AND PURPOSE**

This Agreement entered into by and between the Board of Education of the East Lansing Public Schools, East Lansing, Michigan (hereinafter referred to as the “Board” or “Employer”) and the International Union of Operating Engineers, Local 324, AFL-CIO (hereinafter referred to as the “Union”).

It is the purpose of this Agreement to set forth wages, hours and conditions of employment. It is the desire of the Board and the Union to promote harmonious relations, cooperation, and understanding between the parties.

**ARTICLE 2**  
**UNION RECOGNITION, AGENCY SHOP, PAYROLL DEDUCTIONS**

A. Union Recognition

1. The Board hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
2. The term "employee" shall include all educational secretaries and all personnel engaged in secretarial and clerical work including bookkeepers, copy center operators, clerks, receptionist, general typist and instructional clerks, but excluding: secretaries to the Superintendent; Secretary to the Director of Finance; personnel secretary; payroll supervisor; all supervisory employees, substitute employees (subject to the provisions of Article 8) and all other employees.

As of July 1, 2002, when the employee in the position of payroll supervisor leaves that position, that position shall become part of the bargaining unit.

B. Agency Shop

1. a. All bargaining unit members within thirty (30) days from the first day of active employment shall, as a condition of employment, pay membership dues or a service fee to the Union, pursuant to the Union's policies and procedures.
- b. In the event the bargaining unit member shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, and at the request of the Union, deduct the service fee from the bargaining unit member's wages and remit same to the Union under the procedures provided below:
  - (1) The procedure in all cases of non-payment of the service fee shall be as follows:

- (a) The Union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall further advise the recipient that a request for wage deduction will be filed with the Employer in the event compliance is not effected.
  - (b) If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Union may request the Employer to make such deduction pursuant to these provisions.
  - (c) The Employer, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Union or has authorized payroll deduction for same.
- c. In the event that the Employer is prohibited by law or legal decision from deducting the service fees or dues without signed authorization from a bargaining unit member and if a bargaining unit member is in arrears and does not remit or authorize the deduction of the service fees or dues, the Employer, shall terminate the employment of such bargaining unit member upon the condition that the Union has given the employee required notice of the delinquency. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment. Required procedural due process will be observed in connection with any discharge under this provision.
- d. The Union will certify to the Employer, at least annually, the amount of service fees to be deducted by the Employer, and that said service fees include only those amounts permitted by this Agreement and by law.

The Union agrees to promptly notify the Employer of any future litigation where an order has been issued preventing the Union from implementing its policy regarding objections to political-ideological expenditures, or any successor policy pertaining to the same subject matter. In such event, the Employer shall have the right to suspend the involuntary wage deduction procedures specified herein for non-Union bargaining unit members.

- e. Nothing in this Article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Union or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Employer, in accordance with applicable statutory provisions.

2. The Union has established a policy regarding objections to political-ideological expenditures. The remedies set forth in such policy shall be exclusive and unless and until such procedures, including any administrative or judicial review have been availed of an exhausted, no dispute, claim or complaint by any objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
3. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this Article relating to the payment of the service fee by non-members shall be activated at least thirty (30) days following the Union's notification to non-members and the Employer of the fee for that given school year. It is agreed that the employee remains obligated for the entire annual service fee which shall be deducted in the remaining pay periods of the year.
4. A bargaining unit member who, because of sincerely held religious beliefs, or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations, shall not be required to join or maintain Union membership or otherwise financially support the Union as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donations shall be made to one of three such charitable organizations as mutually designated by the Employer and the Union.
5. The Union shall indemnify and save the Employer (including the Board of Education, trustees of the Board of Education and individual administrators) harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Employer in reliance upon information furnished to the Employer by the Union in the course of enforcing the union security provisions of this Agreement. Further, the Union agrees to indemnify and save the Employer (including the Board of Education, trustees of the Board of Education, and individual administrators) harmless against any and all claims, demands, costs, suits, claims for attorneys fees or other forms of liability as well as all court and/or administrative agency costs that may arise out of or by reason of, action by the Employer (as defined above) complying with and implementing the union security provisions of this Agreement. The Union also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

C. Payroll Deductions

1. Requests for payroll deductions or reductions, other than dues and service fees, shall be in writing and signed by the bargaining unit member. The Board assumes only

the responsibility for the remittance of the amount specified by the employee. The Board shall be held harmless from violations of the tax code relating to tax sheltered annuity contribution limitations.

**ARTICLE 3**  
**NONDISCRIMINATION**

The Board and the Union both reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, or ancestry, color, religion, sex, age, disability, marital status or national origin.

**ARTICLE 4**  
**VISITATION**

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of assisting in the adjusting of grievances. The officer or representative shall not disrupt orderly operations and must check in at the building office.

**ARTICLE 5**  
**STEWARDS**

- A. The employees will be represented by a chief and an alternate steward, who shall be chosen or selected in a manner determined by the employees and the Union and whose names shall be furnished to the Board within five (5) working days of the date of their election or selection to such positions.
- B. Reasonable arrangements may be made when the chief or alternate steward is required by the Board to engage during their working day in negotiations on behalf of the Union with any representative of the Board or required to participate in any grievance procedure, including arbitration, and they shall not incur loss of salary when same has been mutually scheduled by both parties or the arbitrator.
- C. During their terms of office, the chief and alternate stewards shall be deemed to head the seniority list for the purpose of layoff and recall only, provided they are qualified to do the required work. Upon termination of their terms, they shall be returned to their regular seniority status.
- D. The chief steward shall be supplied the following information for any newly hired employees within the employee's third week of employment: Name, date of hire, address, schedule placement and job location. Such information will be only for the purpose of Union business, and in no case will the information be sold or used for any nonunion purpose.
- E. The chief steward shall receive eight (8) hours of release time per year for union business. The Employer may request reasonable notification and documentation.

**ARTICLE 6**



## **BOARD RIGHTS**

There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the right, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of the employees and their working conditions which are not inconsistent with the provisions of this Agreement or in violation of law. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff.

## **ARTICLE 7** **SAFETY**

The Board, the Union and bargaining unit members will take reasonable measures in order to prevent and eliminate any present or potential job hazards which employees may encounter at their places of work in accordance with the Occupational Safety and Health Act, state and local regulations. If an employee feels their job safety conditions are in violation of the Occupational Safety and Health Act or state and local regulations, the employee shall promptly make a written report of the condition to her immediate supervisor and may utilize the grievance procedure through Step 3.

## **ARTICLE 8** **JURISDICTION**

Employees of the Employer not covered by the terms of this Agreement shall not perform the work covered by this Agreement except in cases of instructional training, in cases of emergency or in the case when a substitute secretary is required. If a substitute employee of the Employer works in a bargaining unit position for more than thirty (30) consecutive days, for the same person in the same building, the substitute employee shall be covered by all provisions of this Agreement, except that they will not accrue seniority and will terminate upon the return of the regular member.

**ARTICLE 9**  
**SENIORITY**

- A. A newly hired regular employee shall be on a probationary status for sixty (60) work days, starting from the first day of employment. If at any time prior to the completion of the probationary period the employee's work performance is determined by the Employer to be unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the Union. Employees who are absent during their probationary period must work additional days equal to the number of days absent in order to complete the probationary period.

Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first day of employment.

- B. 1. "Seniority" shall be defined as the amount of service accumulated within the District as an employee within the bargaining unit. Seniority shall be measured from the employee's most recent date of hire in a bargaining unit position.
2. Employees regularly scheduled to work less than twenty (20) hours per week will be credited with one-half year of seniority. Employees regularly scheduled to work twenty (20) or more hours per week will be credited with a full year of seniority. There will be no prorating for a partial year of service for members hired during the course of the fiscal year. Bargaining unit members hired after the commencement of a fiscal year (July 1) shall receive pro-rated seniority, on a quarterly basis, during their first year of employment. However, quarters of service will not be pro-rated.
3. Whenever two or more members of the unit have equal seniority, they shall be ranked using the following criteria in the order stated:
- a. The employee with the earliest date of hire shall be ranked first.
  - b. If the employees have the same date of hire and one is a 12-month secretary, one is an 11-month secretary and one is a 10-month secretary, the 12-month secretary shall be ranked first, the 11-month secretary shall be ranked second, and the 10-month secretary shall be ranked third.
  - c. If the employees have the same work year (e.g. both are 12-month) the employee with the lowest number in the last four digits of the employee's social security number shall be ranked first.

4. A seniority list shall be made available to all bargaining unit members and the Union by September 30 of each year. The list shall contain the employee's location, assignment, seniority and date of hire into the unit. The seniority list shall contain a statement, signed by the Board and the Union, that if no objections are received within thirty (30) days thereafter, the list distributed shall be regarded as conclusive.
  5. A member of the bargaining unit shall retain accumulated seniority for a period of up to two (2) years, but shall not accrue seniority while on an unpaid leave of absence.
- C. Employees shall be laid off and/or recalled according to seniority and qualifications. In the event it becomes necessary to lay off an employee, the employee whose position is being eliminated or reduced (by two or more hours per day) shall have the right to displace:
1. Any position held by an employee with less seniority.
  2. It is understood that this provision may result in an increase or decrease in an employee's hours and/or work year.
  3. All displacement and bumping under this provision will be accomplished at a single meeting.
  4. If the bargaining unit member whose position has been eliminated chooses not to displace a less senior employee, as outlined above, the displaced bargaining unit member will be placed on layoff with recall rights as specified in this Agreement.

Section C (1) and (2) will only apply if the senior employee is qualified to hold the position, as determined by the Employer, and the employee has more seniority than the employee being displaced. This determination is subject to the grievance procedure.

- D. In the event the Board determines to eliminate a position or to reduce the hours of a position by two (2) or more hours per day, the employee then assigned to that position shall be given a minimum of fourteen (14) calendar days written notice, with a copy of such notification furnished to the Union. The Union may then request that a meeting be scheduled with a representative of the Board in order to receive an explanation of the reasons for the lay-off or reduction of hours and how the work associated with the eliminated or reduced assignment will be performed.
- E. An employee will lose seniority rights and shall be deemed terminated if the employee:
1. Quits.
  2. Is discharged in accordance with the discharge provisions in Article 11 and the discharge is not reversed through the grievance procedure.

3. Does not return to work when recalled after a layoff. Notice of recall shall be sent by e-mail and first class mail to the last known e-mail and residential address of the employee which the Board has in its personnel records. If the employee does not notify the Board of acceptance of recall with five (5) calendar days from the mailing of the notice of recall or if the employee does not report within ten (10) calendar days from the date of mailing of notice of recall (unless otherwise excused by the Board) the employee shall be considered a quit.
  4. Is laid off for three (3) consecutive years without being recalled.
  5. Is absent for three (3) consecutive working days without notifying the immediate supervisor.
  6. Fails to return to work within three (3) consecutive working days from the day of expiration of a leave of absence, vacation or disciplinary layoff without notifying the immediate supervisor.
  7. Retires.
- F.
1. The bargaining unit seniority which was accumulated as of the date an employee transfers to a position in the East Lansing School District, outside of the bargaining unit, shall be retained for up to a period of two (2) years. The employee shall have the right to exercise this seniority and bid on a vacant position within the bargaining unit providing the employee possesses the qualifications for that vacant position.
  2. When an employee is hired as a confidential secretary in the East Lansing Public Schools, the employee shall accumulate seniority, beyond any seniority retained as described in ¶ F (1) of this Article, for up to two (2) years as a confidential secretary. The employee shall have the right to exercise this seniority and bid on a vacant position within the bargaining unit providing the employee's position is being eliminated or the employee is being laid off and the employee possesses the qualifications for that vacant position.

**ARTICLE 10**  
**TRANSFER AND PROMOTIONAL PROCEDURE**

- A. When the Board determines to fill a vacancy or create a new position, notice of such vacancy or newly created position shall be publicized by posting and by giving written notice to the Chief Steward within one (1) pay period from the date the Board determines to fill such vacancy. No vacancy shall be filled on a permanent basis until five (5) working days after notice of the vacancy has been posted.

The written notice of a newly created position or vacancy shall include the following information: The type of work, starting date, rate of pay, hours to be worked, and specific qualifications and training.

A vacancy shall not exist when the work year or work week of a bargaining unit position is

increased by 20% or less. Example: If the established work week of a bargaining unit position is 35 hours, 7 or fewer added hours would not cause the position to be regarded as vacant under this Article.

Notification of appointment or non-appointment will be given to employees within the unit who have applied for the vacancy or newly created position within ten (10) working days after the position is filled.

- B. The employee with the greatest seniority making application shall be transferred to fill the vacancy or new position after interviewing with his/her new supervisor, provided the employee is equally or better qualified for the vacant assignment than the other applicants. The supervisor may also interview other candidates who have applied for the vacancy. For the position [when included within the bargaining unit as is specified in Article 2 ¶ A (2) of this Agreement] of payroll supervisor, the Board shall have the right to hire the most qualified applicant who applies, regardless of seniority.

A committee composed of two (2) Union members and an employer designee will make recommendations to the Employer regarding written or skills tests. Final selection will be the right of the Employer. Portions of the test may be waived if that portion of the test is not currently being performed on the job.

- C. The employee who is promoted or transferred shall be granted a three (3) week (15 working days when students are in the building) trial period [which includes ten (10) working days when the bargaining unit member's immediate supervisor is present and when students are in school, for those employees working in buildings with students] to determine: (1) the ability to perform on the job and (2) the desire to remain on the job. The trial period shall be extended for ten (10) additional working days upon mutual written agreement of the Employer and the Union.

During the above trial period, the employee shall have the opportunity to revert to the employee's former position.

If the employee's job performance in the new position is determined to be unsatisfactory by the Employer notice of such a finding and reasons shall be given to the employee before the employee is returned to their former position, with the employee having the right to grieve the decision of the Employer, through Step Three of the Grievance Procedure.

During the trial period, the Employer shall have the right to use a substitute employee in the position to which the promoted or transferred bargaining unit member was previously assigned.

- D. Any employee temporarily transferred to an assignment in another salary grade within the bargaining unit shall either be paid the rate of the position from which the employee is transferred or the rate of the position to which the employee is transferred, whichever is higher. Such temporary transfer shall be at the employee's present rate of pay for the first four (4) working days and then as of the fifth (5th) working day, if the employee continues in

the same position, the employee shall be paid at the same step level of pay for the duration of the temporary position, retroactive to the date of temporary transfer.

The temporary transfer shall not exceed 180 school days.

- E. In the event the transferred employee reverts to the employee's former position or is returned to the former position, the position need not be re-posted as a vacancy if another bargaining unit applicant for the originally posted vacancy may be offered the position under the standards set forth in ¶ B of this Article. If there were no other bargaining unit applicants for the original posting or if those applicants do not meet the selection standards set forth in ¶ B of this Article, the position will be re-posted.

**ARTICLE 11**  
**DISCHARGE, DEMOTION AND DISCIPLINE**

- A. No non-probationary employee shall be disciplined, without just cause. Any such action imposed upon an employee may be processed as a grievance through the regular grievance procedure. An employee may ask for representation from the Union in the event of any such disciplinary action.
- B. The Board agrees, promptly upon the discharge, suspension, or demotion of any employee covered by this Agreement, to furnish written notification of the action taken to the employee and the chief steward.
- C. Should it be determined that an injustice has occurred regarding an employee's demotion, suspension or discharge, the Board agrees to reinstate the employee and pay for all time lost.

**ARTICLE 12**  
**LEAVE OF ABSENCE**

- A. Leave for Extended Illness/Disability

An employee who, because of illness or disability which is noncompensable under the Worker's Disability Compensation Act, is physically unable to report for work and has exhausted all means of allowable compensation from the Board, shall be granted a leave of absence for a period of up to one (1) year, provided the employee promptly notifies the Board of the necessity of the leave and provided the employee supplies the Board with a statement from their medical or osteopathic doctor of the necessity for the leave and the projected length of time of the absence. Upon return from leave, the employee shall be assigned to the same position or a position of like nature.

B. Child Care Leave

Child care leaves may be granted (where leave is otherwise not required to be granted under the Family and Medical Leave Act) to employees for the primary care of children during infancy (approximately to 12 months). Request for such leave shall be made in writing at least thirty (30) calendar days where need for such leave is foreseeable. Requests shall state the expected date the leave is to begin and the expected duration of the leave.

A member of the bargaining unit adopting a child may be granted (where leave is not otherwise required to be granted under the Family and Medical Leave Act) leave under the same terms and conditions as provided herein which shall begin upon the entry of an order under the Probate Court awarding custody to the adopting parents.

C. Family and Medical Leave Act

The District will comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the administrative guidelines developed by the District to implement this law. The guidelines will not be changed without prior consultation with the Union.

D. Military Leave

The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

E. Reserve Training

A leave of absence will be granted to an employee who is active in the National Guard or a branch of the armed forces reserves for the purpose of fulfilling his/her annual field training obligations, or in the event the employee is ordered to active duty for the purpose of handling civil disorders. The employee must submit a written request for the leave of absence immediately upon receiving his/her orders to report for duty. The Board will pay the difference between the employee's military pay and regular pay if military pay is less, for a period not to exceed fourteen (14) days in any fiscal year (July 1 - June 30).

F. Union Leaves

Any employee in the bargaining unit who is either elected or appointed to a full time position or office in the Union whose duties require the employee's absence from work shall be granted a leave of absence for a period up to three (3) years. The Union leave of absence may be extended beyond three (3) years, upon request by the employee, at the option of the Board. No more than one (1) Union member shall be on leave of absence for Union activity at any one time.

G. General Leave Provisions

1. All reasons for leave of absence shall be in writing, stating the reason for the request and the approximate length of leave requested with a copy of the request to be maintained by the Board. If leave is taken under this Article, the Board shall notify the Union of the identity of the bargaining unit member taking the leave but shall not be required to disclose confidential information pertaining to the leave (e.g. medical information) to the Union without the consent of the bargaining unit member.
2. An employee who meets all of the requirements as specified in this Article shall be granted a leave of absence (with the exception of child care leaves or other discretionary leaves) without pay and benefits. Other leaves of absence(s) may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.
3. Return from any leave of absence not covered by law shall be in accordance with the following:
  - (a) An employee who is on leave for six (6) months or less shall be entitled to resume his/her regular seniority status and all job and recall rights.
  - (b) An employee who is on a leave of more than six (6) months (to a maximum of two [2] years) must inform the Board, in writing, sixty (60) calendar days prior to the date of return, and he/she will be given the opportunity to return to the first open position for which he/she possesses seniority and for which he/she is qualified.
    - (1) A position will be considered “open” after it has been posted as per the terms of Article 10 of this Agreement.
    - (2) An employee who has informed the Board of his/her intent to return from leave shall have the right to bid on open positions which have been posted under the provisions of Article 10 of this Agreement.
4. The Employer has the right to receive medical certification from the employee’s health care provider regarding the necessity for personal illness/disability leave taken under this Article. The employee will facilitate and cooperate in the furnishing of such information, which shall include the information that may permissibly be requested under Form WH 380-E (or its successor form) as developed by the United States Department of Labor to implement the Family and Medical Leave Act.

The Employer has the right to require that a second medical opinion (at Employer expense) be obtained. If that opinion differs from that of the employee’s health provider, the employee and Employer (in consultation with the Union, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Employer, the employee and the Union. The cost of this



examination shall be paid by the Employer.

The Employer shall have the right to require the medical certification of the employee's fitness to return to duty at the expiration of the leave period, including the securing of a second medical opinion (at Employer expense).

### **ARTICLE 13** **GRIEVANCE PROCEDURE**

#### A. Definitions

1. A "grievance" shall be defined as an alleged violation of the express terms of this Agreement.
2. For the purpose of processing grievances "working days" shall be defined as Monday through Friday, excluding all paid holidays and Winter and Spring vacation intervals.

#### B. Procedures

1. The time elements in the Steps may be shortened, waived or extended upon written mutual agreement between the parties.
2. Any grievance which is not appealed within the specified time limits set forth in that Step level of the grievance procedure will be considered settled on the basis of the decision rendered at the previous step level of the grievance procedure.

In the event an answer to a grievance is not given within the specified time limits of that Step level of the grievance procedure, the appealing party may automatically appeal the grievance to the next Step level of the grievance procedure.

3. Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance or within five (5) working days of the date it is reasonable to assume that the employee or the Union first became aware of the conditions giving rise to the grievance, shall not be considered as a grievance under this Agreement. The processing of a grievance by the Board, where the Board has raised an objection to the timeliness of the grievance, shall not be regarded as a waiver of the timeliness objection.
4. The purpose of this procedure is to secure, at the earliest possible administrative level, equitable solutions to grievances which may arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
5. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Step One

1. Any employee having a grievance shall discuss the grievance with their immediate supervisor within the time limitations set forth in ¶ B (3) above, and if the grievance is not settled orally, the employee may request a meeting with the Chief Steward to discuss the grievance.
2. The Chief Steward may submit the grievance in writing to the immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Chief Steward shall sign the grievance and submit it to the immediate supervisor within the time limitations set forth in ¶ B (3), above.

D. Step Two

1. The Chief Steward and the affected bargaining unit member(s) shall meet with the immediate supervisor to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.
2. The immediate supervisor shall give a decision in writing relative to the grievance within five (5) working days of the meeting with the Chief Steward.

E. Step Three

1. Any appeal of a decision rendered by the immediate supervisor shall be presented to the Superintendent (or the Superintendent's designee) within five (5) working days from date of receipt of the answer given by the immediate supervisor, and the Superintendent (or the Superintendent's designee) shall meet with a business representative of the Union at a time mutually agreeable to them.
2. The Superintendent (or the Superintendent's designee) shall give their answer in writing relative to the grievance within ten (10) working days of the date of the meeting with the Business Representative of the Union.

F. Step Four

1. If the Union is not satisfied with the disposition of the grievance by the Superintendent (or the Superintendent's designee), the grievance may be submitted to arbitration, provided that the grievance is submitted within thirty (30) calendar days from the date of receipt of the answer given at Step 3 or the date the answer was due, whichever date occurs first.
2. Within fifteen (15) calendar days after the demand for arbitration representatives of the Board and the Union will confer for the purpose of identifying a mutually acceptable arbitrator. If no agreement is reached on appointment of an arbitrator,

within the above interval, the appealing party shall file with the Federal Mediation and Conciliation Service to request a panel of arbitrators residing within Michigan.

3. The Arbitrator, the Union or the Board may call any relevant person as a witness in any arbitration hearing.
4. Each party shall be responsible for the expenses of the witnesses that they may call.
5. The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments to this Agreement, to specify the terms of a new Agreement, to decide matters removed from the scope of arbitration under this Agreement, or to substitute the Arbitrator's discretion for that of the parties.
6. The parties shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.
7. The arbitration filing fee shall be paid equally by the parties. The fees and expenses of the Arbitrator shall be paid by the nonprevailing party.
8. The Arbitrator shall render a decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
9. The decision of the Arbitrator shall be final, conclusive and binding upon all employees within the bargaining unit, the Board and the Union.

#### **ARTICLE 14** **HOURS AND WORK WEEK**

- A. The normal work day shall consist of eight (8) consecutive hours per day, excluding a duty-free, uninterrupted lunch period of not less than one (1) hour, unless mutually agreed between the Employer and the employee. The normal work week shall consist of forty (40) hours per week, Monday through Friday. The Board retains the right to regularly schedule work for less than eight (8) hours per day or forty (40) hours per week.

The normal work day will be scheduled between the hours of 6 a.m. and 7 p.m. The Board has the right to reduce the hours of positions within the bargaining unit, in accordance with the provisions of Article 9 of this Agreement.

B. Overtime

1. Time and one-half (1/2) will be paid for all time worked in excess of forty (40) hours in one week. All overtime must be authorized in advance.
2. All hours worked on Saturday or Sunday will have a three (3) hour minimum.
3. As an alternative to monetary payment of overtime, an employee and his/her immediate supervisor may reach an advance agreement that compensatory time (computed at 1.5 hours of compensatory time for each overtime hour worked) will be used to satisfy the overtime payment obligation. Compensatory time is subject to a maximum accrual of fifteen (15) compensatory hours [thirty (30) hours for bargaining unit members working twelve (12) month schedule] and its use will be scheduled cooperatively between the employee and his/her immediate supervisor.
4. No employee shall be required to take time off from the employee's regular schedule or have their hours reduced as a result of having to report to work prior to their shift or because the employee worked over eight (8) hours in a work day. However, an employee and his/her immediate supervisor may agree to a flexible work schedule within the regular work week that better meets the needs of the Employer and the employee.
5. If the Employer determines to allocate overtime projects (involving ten or more work hours) to its employees (as opposed to utilizing outside contractors), such projects will first be offered to bargaining unit members where the work in question involves functions normally performed by bargaining unit personnel. The person assigned to the position where the overtime opportunity occurs shall have the first opportunity to bid on the overtime project. If that person declines the overtime (or is unavailable) the next most senior bargaining unit member in the same building who is qualified to perform the overtime work will be offered that opportunity. If the work remains unallocated after the above steps, it will be offered to the most senior qualified bargaining unit member who has indicated interest in overtime opportunities by placing her name on the district-wide overtime list. Overtime will be rotated in inverse order of seniority, with the Union having responsibility for maintaining an equalization list and furnishing the Employer with an updated list at all times.

C. Reporting Pay

Any employee called to work or permitted to come to work without being notified by the Board that there will be no work, or who has been notified that there is less work than they are regularly scheduled to work, shall receive four (4) hours of pay or if they are regularly scheduled to work less than four (4) hours per day, they shall receive their regular daily rate of pay.

D. Call Back

Whenever an employee has left the employer's premises and is required to return to work after the completion of the employee's regularly scheduled working hours, the employee shall receive the pay for the actual hours worked at the appropriate rate of pay or a minimum of two (2) hours pay at the employee's straight hourly rate, whichever is greater.

E. Relief Time

Employees shall be provided a fifteen (15) minute relief time for each four (4) hours of work. This period, if not used, may not accumulate to be used at some later time and may not be used for any other purpose.

F. In the event that the Board requires an employee to work more than his/her established work weeks or work days per year, that employee shall be so notified by the Board, in writing, at least fifteen (15) work days before the effective date of the additional work, unless the change by shorter notice is by mutual agreement.

**ARTICLE 15**  
**PAID LEAVE**

A. Sick Leave

1. Each employee covered by this Agreement shall accumulate one (1) sick leave day per month in an individual single sick leave bank, with a maximum accumulation of one hundred and fifty (150) days. Probationary employees accumulate sick leave but are not credited with or granted the leave until they achieve nonprobationary status.
2. Leaves of absence with pay chargeable against the employee's sick leave allowance shall be granted for the following reasons or any other approved reasons:
  - a. When the employee is incapacitated from the performance of the employee's duties due to sickness, pregnancy, injury or for medical, dental or optical examination or treatment.
  - b. A maximum of ten (10) working days per working year for an illness in the immediate family. "Immediate family" shall include the employee's spouse, children, mother, father, brother, sister and corresponding in-laws, grandparents, grandchildren or member(s) of the employee's household.
  - c. When critical illness in the immediate family requires the attendance of the employee, the appropriate administrator may grant use of sick leave allowance up to the amount accumulated by the employee. "Immediate family" shall be as defined above.

3. Employees who are unable to perform their duties because of illness or disability shall notify their supervisor before the start of the work day. If an illness or disability extends beyond the first day, the employee and the employee's supervisor may make arrangements as to the frequency of notification of the continued illness or disability.
4. An employee who permanently separates from the employment of the Board for retirement purposes, in accordance with the provisions of the Michigan Public School Employees Retirement Act, shall be paid a lump sum payment of the employee's unused sick leave days at the rate of \$55 per day. The maximum amount payable shall not exceed \$7,500. Employees receiving payment for unused sick leave under ¶ A(5) of this Article are ineligible for this benefit. This provision will not apply to those employees who are discharged and the discharge is not reversed through the grievance procedure.
5. An employee who permanently separates from the employment of the Board, after ten (10) years of service, in accordance with the provisions defined in Article 19, Section D, shall be paid a lump sum payment of the employee's unused sick leave days at the rate of \$50 per day. The maximum amount payable shall not exceed \$6,000. Employees receiving payment for unused sick leave under ¶ A(4) of this Article are ineligible for this benefit. This provision will not apply to those employees who are discharged and the discharge is not reversed through the grievance procedure.
6. Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation days.
7. Employees who have attained maximum sick leave accumulation will be paid \$25 per day for each unused sick leave day from their annual allotment which cannot be added to their accumulation due to accumulation limit contained in ¶ A(1) of this Article. This payment will be made in July annually, based upon sick leave accumulation and utilization as of the immediately preceding June 30.

B. Funeral Leave

1. All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be defined as: Employee's spouse, children, mother, father, brother, sister and corresponding in-laws, grandparents, grandchildren or member(s) of the employee's household.
2. Time off with pay, not to exceed one (1) day, will be granted for attendance at the funeral service of a person whose relationship warrants such attendance.

C. Personal Business Days

Each employee covered by this Agreement shall earn two (2) personal business days per year for the purpose of attending to or caring for personal business, which by its nature cannot be scheduled outside of the regular workday. Personal business days shall not be used to extend a holiday, vacation period or to extend a period when school is not in session, nor shall personal business days be granted for the purpose of other employment or for any other leave provision in this Agreement. Personal business days may not be utilized for less than one-half (1/2) day increments. In the event the employee does not use the personal business days provided for, such days shall be credited to the employee's sick leave bank the following year. The use of the personal business days must be arranged with the employee's immediate supervisor prior to the use of such days by submission of written application with as much advance notice as possible.

D. Jury Duty

An employee who serves on jury duty will be paid the difference between the employee's pay for that duty and the employee's regular pay provided proof of service and pay is submitted. A leave of absence with full pay shall be granted for court appearance when subpoenaed as a witness in any case connected with the employee's employment in the school.

**ARTICLE 16**  
**HOLIDAYS**

A. The Board will pay the normal day's pay for the following holidays, even though no work is performed by the employee:

<b>Twelve-month Employees</b>	<b>Ten-month and Eleven-month Employees</b>
New Year's Day	New Year's Day
Martin Luther King Day	Martin Luther King Day
Memorial Day	Memorial Day
Fourth of July	National Presidents Day
National Presidents Day	Labor Day
Labor Day	Thanksgiving Day
Thanksgiving Day	Day Following Thanksgiving
Day Following Thanksgiving	Christmas Eve Day
Christmas Eve Day	Christmas Day
Christmas Day	New Year's Eve Day

New Year's Eve Day	
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- B. Employees required to work on any of the above-named holidays shall receive double time for hours worked in addition to the regular holiday pay with a three (3) hour minimum.
- C. If an employee is on vacation on any of the above-named holidays, the employee shall be entitled to an additional day off with pay for the holiday. In the event that an employee is on sick leave on any of the above-named holidays, the employee shall not have that day charged against the employee's allowable sick leave. If an employee terminates their employment, the employee will not receive pay for holidays occurring after the last day worked, even though the holidays may fall within the period of their projected terminal vacation leave.
- D. When one of the above holidays falls on a Saturday, the Friday preceding shall be recognized as a paid holiday. When any of the above holidays fall on a Sunday, the Monday following shall be recognized as a paid holiday. For consecutive holidays where one or both days occur on a Saturday or Sunday the preceding Friday and following Monday will be recognized as the paid holiday. If any of the above alternate days for observing a designated holiday fall on a pupil attendance day, the Employer, in consultation with the Union, shall designate another day to serve as the alternate paid holiday.
- E. In order to receive holiday pay, the employee must work the last work day scheduled preceding the holiday and the first scheduled work day following the holiday, unless specified otherwise or the absence is excused.

**ARTICLE 17**  
**VACATIONS**

- A. All employees working on a twelve month basis shall receive an annual vacation with full pay based on the following schedule:

<b>YEARS OF SERVICE</b>	<b>DAYS EARNED PER MONTH</b>
1-5 years	5/6 day per month
6-10 years	1-1/4 days per month
11 years or more	1-2/3 days per month
25 years or more	2.083 days per month

Twelve-month secretaries (hired on or before July 1, 1994) who are reassigned or reduced to 11 month positions will receive pro-rated vacation allotment (88%) of that accrued by a twelve month secretary. Twelve month secretaries (hired after July 1, 1994) who are reassigned or reduced to 11 month positions will accrue vacation under the provisions of ¶ B of this Article.



- B. Employees working less than 12 months shall be entitled to a paid vacation on the following schedule:

<b>YEARS OF SERVICE</b>	<b>VACATION DAYS EARNED</b>
1-10 years	5 working days
11 years or more	7 working days

Bargaining unit members hired after July 1, 1994 who work less than twelve (12) months per year shall not be eligible for paid vacation days under this section.

- C. Vacation allowance shall be prorated during the first year of employment to the nearest one-half (1/2) day (based on 5/6 of a day per month of service to June 30).

Effective July 1, 2009 vacation allowances shall be front loaded July 1<sup>st</sup> of each year.

- D. Less than twelve month secretaries will normally utilize their vacation time at the end of their work year but may utilize vacation time during their work year with approval of their supervisor. If vacation days are not used by the end of the secretary's work year, the secretary may request that they be paid at the end of the work year in which they originally accrued, provided that this request is made to the business office not later than May 15 of the work year in which the days are earned. Alternatively, the secretary may request that the unused vacation days be carried over to the next fiscal year (i.e. July 1), to a maximum carryover of one year's earned vacation days. If the vacation days carried over are not used during the fiscal year immediately following the fiscal year in which they originally accrued, they will be paid by July 31. Payment shall be made at the employee's hourly rate at the time the vacation time originally accrued.
- E. Not more than fifteen (15) vacation days for twelve month secretaries may be carried over from one fiscal year to the next. In the event that days carried over are not utilized, they will be paid by July 31 immediately following the fiscal year in which they originally accrued. Payment shall be made at the employee's hourly rate at the time that the vacation time originally accrued.
- F. Vacations shall be scheduled at a time which will not unduly interfere with or hamper normal operations of the school system. Insofar as is possible within this limitation, vacations shall be scheduled at a time satisfactory to the employee.
- G. Vacations shall be scheduled for a period of not less than one (1) week at a time or not less than the number of days to which the employee is entitled, whichever is smaller, unless otherwise approved by the immediate supervisor and the appropriate director.
- H. Employees terminating their employment or commencing a leave of absence under Article 12 shall receive a prorated vacation allowance based on the amount of vacation time that has been earned according to the above schedule.

**ARTICLE 18**  
**INSURANCE PROTECTION**

The Employer will make premium contributions, as specified in this Article, on behalf of each employee (and the employee's eligible dependents) working thirty (30) hours or more per week for the following insurance programs:

Employer premium contributions, as specified in this Article, shall be pro-rated for employees regularly scheduled to work at least seventeen and one-half (17.5) hours per week but less than thirty (30) hours per week.

Employees working less than seventeen and one-half (17.5) hours per week are not eligible to participate in any insurance benefit programs at Employer expense.

All premium or premium equivalent amounts for which the employee is responsible will be payroll deducted.

A. Health/Medical Insurance

Health plan coverage shall be Physician's Health Plan Plus (Benefit Summary) which includes hospital, medical and surgical protection with a \$20 office visit co-pay, a \$25 urgent care facility co-pay, a \$50 emergency room co-pay, a \$20 co-pay for chiropractic services for in-network with a maximum of 18 visits and a \$5 generic, \$10 brand name and \$25 preferred prescription drug co-pay, or an equivalent policy.

Effective January 1, 2011 health/medical plan coverage shall transition to PHP Select Plus (MPL 10900) with \$10/\$25/\$40 prescription co-pay; \$5 office visit co-pay (in-network); \$10 urgent care facility co-pay; and \$25 emergency room co-pay, or an equivalent policy.

Effective January 1, 2011 all employees enrolled in health/medical insurance shall be required, as a condition of enrollment, to pay four percent (4%) of the premium for their enrollment category. Effective July 1, 2011 the employee premium contribution shall be 4.5%. This shall be in addition to pro-rated premium amounts that are the responsibility of part-time employees.

It is expressly understood that full twelve (12) months' coverage is dependent upon completion of the contract for the total school year.

1. Bargaining unit members (and/or their eligible dependents) who are enrolled in any health or medical insurance coverage from any outside source or through another District employee shall not be concurrently eligible for health plan premium contributions by the Employer, as set forth in this Article, but shall instead elect the cash option specified in Paragraph F of this Article.
2. Eligible employees (those working 30 or more hours per week) who elect not to

participate in the health insurance program offered shall instead receive \$300 each month in cash under a valid IRS Section 125 Plan established by the Employer.

3. Bargaining unit members hired on or after December 1, 2010 shall only be eligible to have the Employer's portion of single subscriber health/medical premium contributed on their behalf. However, those individuals may elect additional health/medical coverage, at their expense, provided that such additional enrollment is allowed by the carrier.

B. Dental Insurance

The Employer shall pay the full premium (for those employees working 30 or more hours per week) of the Delta Insurance Plan B of 80% Class I and 80% of Class II benefits and 80% of Class III benefits or an equivalent policy. The premium shall be paid by the Employer for the full twelve months, provided the employee completes the full school year.

C. Life Insurance

The Employer shall pay the premium, without cost to the employee (for those employees working 30 or more hours per week), for group life insurance protection in the amount of \$50,000.

D. Vision Insurance

The Employer shall pay the premium (for those employees working 30 or more hours per week) for the equivalent of the MESSA VSP-2 vision insurance throughout the duration of this Agreement.

E. Long-Term Disability Insurance

The Employer agrees to pay the premium, without cost to each employee (for those employees working 30 or more hours per week), for an insured income continuation plan for disability. The benefits of the plan will include:

- 60% minimum (reduced by primary Social Security, Worker's compensation, or any other employer-sponsored benefit)
- 90% Maximum (increased above 60% by certain other income)
- Freeze on Social Security offset
- \$5,000 Maximum monthly benefit
- Continuation to age 65 (or older for those over 60 on date of disability)
- 90 calendar day waiting period or exhaustion of accumulated sick leave whichever is

greater

- 24 month own occupation waiver
- 2 year survivor benefit

Employees who have exhausted their accumulated sick leave but who are not eligible for long-term disability benefits because they have not satisfied the 90 day wait period will be eligible for continuation of 60% of their base wages after an unpaid ten (10) work day waiting period. The wage continuation amount funded by the Employer shall be reduced by the amount of Social Security, Workers' Compensation or any other employer-sponsored benefit. The Employer's responsibility after the above ten (10) day unpaid wait period shall not exceed the number of work days in the balance of the 90 calendar day qualifying interval for long-term disability benefits.

The employee will continue to receive health insurance while on long term disability for up to a maximum of twenty-four (24) months.

F. Tax Deferred Annuities

The Employer agrees to deduct twice each month tax-deferred 403(b) employee contributions and to remit such contributions to a single Employer approved 403(b) vendor or third party administrator within one (1) week following the deduction subject to the following conditions:

1. The Employer-approved 403(b) vendor shall be selected from a list of vendors established by the Michigan Retirement Investment Consortium and the Employer.
2. The third party administrator shall be determined by the Michigan Retirement Investment Consortium.
3. Any failure by the 403(b) vendor to promptly credit employee contributions transmitted pursuant to this Article shall be addressed the employee directly with the 403(b) vendor and/or the third party administrator.

G. Worker's Compensation

Any employee who is injured in the line of duty shall receive compensation and expenses as are prescribed by the worker's compensation law of the State of Michigan, except that his/her pay shall be adjusted to the difference between regular pay and lost time benefits paid by worker's compensation fund. This difference shall be paid to the extent covered by sick leave accumulation. The employee will continue to receive health insurance while on worker's compensation for up to a maximum of twenty-four (24) months.

- H. The Union will continue to participate in District level review of insurance program coverages and cost structure during the term of this Agreement.

**ARTICLE 19**

## GENERAL

### A. Telephone Facilities

Telephone facilities shall be made available to employees for their reasonable use.

### B. Parking

Adequate parking facilities for the employees covered by this Agreement will be provided within the reasonable proximity of their building.

### C. Emergency School Closing

Bargaining unit members shall not be required to report for work on scheduled days of student instruction where classes are canceled due to conditions beyond the Board's control such as inclement weather, fire, mechanical breakdowns or public health conditions (as defined by city, county and State health authorities) and will receive their regular wages for such day(s), based on their regularly scheduled number of hours. If the Board is required to reschedule lost instruction day(s) in order to comply with the provisions of the Revised School Code and the State School Aid Act for receipt of full state aid, bargaining unit members who were paid for the previously canceled day(s) and who would not otherwise be scheduled to work on the rescheduled instruction day(s) may be required by the Board to work on the rescheduled day(s) with no compensation beyond what was previously paid to them for the canceled day(s) on which they were not required to work.

### D. Resignation

1. Any employee desiring to resign shall file a letter of resignation with the personnel office at least ten (10) working days prior to the effective date.
2. Any employee who resigns from the position in the manner described in paragraph 1 of this section maintains their right to termination pay under Article 15 of this Agreement and earned vacation time.

### E. Continuing Education

1. A continuing education committee is hereby established and shall consist of two (2) administrators and four (4) bargaining unit members.
  - a. The tracks of instruction and/or training shall be published and distributed among bargaining unit members.
  - b. The committee shall review and update the guidelines for application and reimbursement upon the request of either party for the duration of this Agreement.
  - c. The committee shall act as an appeal body.

2. Bargaining unit members shall not be limited to training within any one specific track of instruction but may select training from any and/or all tracks. In addition, the bargaining unit member may elect training and/or course work which is reasonably related to any of the established tracks.
3. A bargaining unit member shall submit an application for training and/or education to his/her supervising administrator on the form provided.
  - a. The supervising administrator may approve the bargaining unit member's application. Should the supervising administrator withhold approval of the bargaining unit member's request or fail to respond to the request within five (5) calendar days, the unit member may submit the application to the committee for a decision.
  - b. Upon receipt of an application for training and/or education, the committee shall have ten (10) calendar days within which to render a decision on the request.
4. Upon successful completion of each 4.0 unit block of training and/or course work within a three-year period, the Board agrees:
  - \*a. The bargaining unit member's hourly rate of pay will be increased by \$0.10.
  - b. The bargaining unit member will be reimbursed for registration fees, tuition, books, lab fees, supplies and any other expenses approved in advance of training up to a maximum of \$100.00 in any fiscal year. The committee shall approve not more than \$4,000 for the entire bargaining unit in any fiscal year.
  - c. Expenses incurred but not initially approved may be resubmitted for payment prior to June 1 in any fiscal year.

\* This provision shall only be retroactive to July 1, 2002.

5. Upon successful completion of training and/or course work, the bargaining unit member shall submit a completed copy of the Continuing Education Reimbursement Form together with the Course Completion Form to the supervising administrator.
6. Successful completion shall be defined as a minimum of a 2.5 (C+) grade for college, university or other graded courses or a Course Completion Form signed by the instructor for nongraded courses.
7. Training and course work shall be measured in unit blocks in accordance with the formula below:

<u>Hours</u>	<u>Units</u>
1	.1

2	.2
3	.3
4	.4
5	.5
6	.6
7	.7
8	.8
10 OR 1 Credit	1.0
20 OR 2 Credits	2.0
30 OR 3 Credits	3.0
40 OR 4 Credits	4.0

8. The bargaining unit member shall confirm the completion of the required hours with the personnel office when he/she has completed 4.0 units of education and/or training. The personnel office shall take appropriate action to increase the bargaining unit member's rate of pay by \$0.10/hour effective the date of the completion of course work.
9. Involuntary inservice training which is restricted to this bargaining unit or required by law and is provided during the normal work day and/or year shall not qualify for credit under the terms of this Article.

F. Evaluation

The Union specifically recognizes the right and necessity of the Board to evaluate employee performance. Each employee's immediate supervisor shall perform an evaluation at least once every two (2) years; however, other administrative personnel may be called upon to assist in the evaluation process if requested to do so by either the employee or the immediate supervisor.

1. Evaluation shall be primarily directed to the improvement of employee performance and to provide assistance to the employee to correct or improve areas of concern which may be revealed by the evaluation.
2. All evaluations of employee performance shall be reduced to writing prior to placement in the personnel file and will adhere to the Board of Education/Secretarial Union Evaluation Form. The criteria for evaluation shall include but not be limited to:
  - a. Adaptability
  - b. Initiative
  - c. Job intelligence
  - d. Organization
  - e. Personal appearance
  - f. Personal relations
  - g. Punctuality and attendance

- h. Quality of work
- i. Responsibility
- j. Technical skills with equipment

**ARTICLE 20**  
**COMPENSATION**

- A. The salaries of employees covered by this Agreement are set forth in Schedule A of this Agreement. The salary schedule shall remain in effect during the term of this Agreement. All IUOE members shall receive a 1.0% salary increase for the 2010-2011 school year. This amount shall be retroactive to July 1, 2010 provided that the insurance modifications set forth in Article 18 are implemented not later than January 1, 2011. Effective July 1, 2011 all wage rates in Salary Schedule A shall be increased by one percent (1.0%).
- B. A new employee may be placed on experience steps within pay grade S-7 at the discretion of the Board, provided that the employee does not also receive credit for longevity and/or seniority except as based on years of service in the bargaining unit. Criteria for determining experience credit shall include the following:
  - 1. Experience must be in a skill-related position.
  - 2. Experience must be of nine months or more in order to be credited a step.
  - 3. Formal training beyond high school will be credited at the rate of one step for each two years of formal training, with a maximum credit of two steps.
- C. No current employee, through the execution of this Agreement, shall be caused to lose any longevity credit which they are currently receiving.
- D. All employees working less than twelve months shall be paid on the bi-weekly payroll during their scheduled work year unless a signed consent form is submitted to the Payroll department electing to be paid on the bi-weekly payroll over a twelve (12) month period.

**ARTICLE 21**  
**PART-TIME EMPLOYEES**

It is agreed between the parties that in the event an employee works less than the established full-time hours in the employee's assignment and the employee is covered by this Agreement, the employee shall be entitled to a prorated portion (based on the hours the employee works for the Board in comparison to full-time hours) of the sick leave, vacation, holiday, personal business day, funeral leave and terminal leave benefits provided under this Agreement. For purposes of this provision, "full-time hours" shall be as set forth in Article 14 ¶ A of this Agreement. However, for those bargaining unit members holding a part-time assignment on December 1, 2010 "full-time-hours" shall instead be thirty-five (35) hours per week.

Eligibility of part-time bargaining unit members to participate in insurance programs shall be as set forth in Article 18 of this Agreement.



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

- A. A written waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- B. If any Article or section of the Agreement or any supplements thereto should be held invalid by operation of law, or if compliance with or enforcement of any article or section should be restrained by such law, the remainder of this Agreement shall not be affected, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for the article or section.
- C. This Agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to or inconsistent with its policies. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

**ARTICLE 23**  
**LONGEVITY**

Employees who have served the required number of years within the bargaining unit shall be entitled to longevity payment. To determine the hourly rate with longevity, multiply the amount of the last step in the appropriate pay grade by the index opposite the number of current years of service.

<b>YEARS OF SERVICE</b>	<b>PERCENTAGE</b>
Beginning 5 through 6	1.04 (4%)
Beginning 7 through 10	1.06% (6%)
Beginning 11 through 13	1.08% (8%)
Beginning 14 through 16	1.10% (10%)
Beginning 17 through 19	1.12% (12%)
Beginning 20 (effective July 1, 2010)	1.14% (14%)

**ARTICLE 24**  
**TERMINATION AND MODIFICATION**

- A. This Agreement shall continue in full force and effect until June 30, 2013. Provided that in the third year of this Agreement (i.e., July 1, 2012 – June 30, 2013) there shall be a reopener on: Article 18/Insurance Protection; Article 20 ¶ A/Compensation; and Salary Schedule A.
- B. If either party desires to terminate or modify this Agreement, they shall give written notice of termination or modification one hundred twenty (120) calendar days prior to the

termination date. If neither party shall give notice of termination or modification or withdraws prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter, subject to notice of termination or modification by either party on one hundred twenty (120) calendar days written notice prior to the current year of termination.

- C. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, International Union of Operating Engineers, Local #324, AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan 48302, and if to the Board addressed to East Lansing Public Schools, Board of Education Office, 841 Timberlane Street, Suite A, East Lansing, Michigan 48823 or to any other address the parties may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

**EAST LANSING PUBLIC SCHOOLS  
BOARD OF EDUCATION**

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

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**SALARY SCHEDULE A – WAGE RATES**

**GRADE S-7:** High School Instructional Clerk; all bargaining unit members hired after November 1, 2010

<b><u>2010-2011 (effective July 1, 2010)</u></b>		<b><u>2011-2012 (effective July 1, 2011)</u></b>	
1.	18.48	1.	18.66
2.	18.79	2.	18.98
3.	19.11	3.	19.30
4.	19.63	4.	19.83

**GRADE S-9** (applies only if job incumbent was hired on or before November 1, 2010): High School Registrar; High School Guidance/Career Development Secretary; Middle School Instructional/Attendance Secretary; Secretary to Associate High School Principal/Media Technician; Secretary to High School Associate Principal/Attendance; Copy Center Secretary/Secretary to High School Activities/Athletic Director; Fringe Benefits Coordinator/Receptionist; Secretary to Director of Educational Services.

<b><u>2010-2011 (effective July 1, 2010)</u></b>		<b><u>2011-2012 (effective July 1, 2011)</u></b>	
1.	18.83	1.	19.02
2.	19.15	2.	19.34
3.	19.56	3.	19.76
4.	20.10	4.	20.30

**GRADE S-11** (applies only if job incumbent was hired on or before November 1, 2010): Elementary School Secretary; Secretary to the Director of Special Education/Transportation; Secretary to the High School Principal; Secretary to the Middle School Principal; Secretary to Accounts Payable/Operations and Maintenance

<b><u>2010-2011 (effective July 1, 2010)</u></b>		<b><u>2011-2012 (effective July 1, 2011)</u></b>	
1.	19.17	1.	19.36
2.	19.55	2.	19.75
3.	19.95	3.	20.15
4.	20.50	4.	20.71

The above wage rates will be retroactive to July 1, 2010 on the condition that the insurance modifications proposed in Article 18 are implemented not later than January 1, 2011.

**LETTER OF AGREEMENT  
BETWEEN THE  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
AND THE  
EAST LANSING PUBLIC SCHOOLS**

For the term of the 2010-2013 Agreement, the parties agree that elementary building secretaries (in those elementary buildings having enrollment of 285 or more students) are authorized to work up to three (3) additional days beyond their regularly established schedule where the building principal and the secretary agree that the extra time is required to meet building needs. These days may be scheduled at the beginning and/or end of the secretary's regular work year.

\_\_\_\_\_  
For the IUOE Steward

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the IUOE, Local 324

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the District

\_\_\_\_\_  
Date

**INDEX TO IUOE AGREEMENT**

	<u>Page Numbers</u>
Building Secretaries/Letter of Agreement .....	32
Call-backs from layoff (9, C).....	7
Compensation (20).....	28
Overtime (14, B).....	16
Pay Period (20, D) .....	28
Retirement Stipend (15, A[4]) .....	18
Temporary Transfers (10, D) .....	9
Confidential Secretaries	
Filling Vacancies of New Positions(10, B) .....	9
Seniority (9, F).....	8
Union Recognition (2, A[2]).....	1
Continuing Education (19, E) .....	25
Discipline (11) .....	10
Representation (11, A).....	10
Grievance Process (11, A) .....	10
Written Notification (11, B).....	10
Evaluation (19, F).....	27
Frequency (19, F).....	27
Grievance Procedure (13) .....	13
Holidays (16).....	19
Holiday pay (16, B) .....	20
Hours (14, A).....	15
Lunch (14, A).....	15
Relief Time (14, E).....	17
Reduction In (9, D, E).....	7
Increase in (14, F) .....	17
Insurance (18).....	22
Dental (18, B) .....	23
Health (18, A) .....	22
Life (18, C) .....	23
Long-term Disability (18, E).....	23
Part-time Employees (18, H) .....	24
Tax Deferred Annuity (18, F) .....	24
Vision (18, D) .....	23
Jurisdiction Language (8) .....	5
Leaves, PAID (12, 15).....	10, 17
Definition of Immediate Family (15, A[2b]) ....	17
Doctor’s Verification (12, A, G[4]).....	10, 12
Funeral (15, B).....	18
Jury Duty (15, D).....	19
Notification (15, A[3]).....	18
Personal Business (15, C) .....	19
Reserve Training (12, E).....	11
Seniority (9, B[5]).....	7
Sick Leave (15, A).....	17

	<u>Page Numbers</u>
Leaves, UNPAID (12)	
Child Care (12, B) .....	11
Family Medical Leave Act (12, C).....	11
Military Leave (12, D) .....	11
Notification (12, G) .....	12
Prolonged Illness (12, A).....	10
Seniority (9) .....	6
Union Leaves (12, F).....	11
Return from Leaves (12, G).....	12
Pay (20).....	28
During Probation (20, B).....	28
Less Than 12-Month (20, D) .....	28
Employees Salary Schedule (Appendix A) .....	31
Probationary Period (9, A) .....	6
Reduction in Hours (9, D).....	7
Released Time, Steward (5, E).....	5
Safety (7).....	5
Seniority (9) .....	6
Confidential Secretaries (9, F[2]) .....	8
Termination of Seniority Rights (9, F) .....	8
Tie Breaker (9, B).....	6
Use in Vacancies and Transfers (10, B) .....	9
Use in Layoff (9, C) .....	7
Snow Days (19, C).....	25
Testing (10, B) .....	9
Vacancies (10).....	8
Filling of Newly Confidential Positions (10, B).9	9
Filling Positions/Seniority (10, B).....	9
Posting Process (10, A) .....	8
Trial Period (10, C) .....	9