

A G R E E M E N T

between

OKEMOS PUBLIC SCHOOLS
BOARD OF EDUCATION

4406 North Okemos Road
Okemos, MI 48864-2553

and

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

500 Hulet Drive
Bloomfield Township, MI 48302

CLERICAL/TECHNICAL UNIT

July 1, 2012 – June 30, 2013

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MASTER AGREEMENT
between
THE BOARD OF EDUCATION OKEMOS PUBLIC SCHOOLS
and
THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO

This Agreement entered into this first day of July, 2012, by and between the Board of Education of the Okemos Public Schools, Ingham County, Okemos, 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 the "Union."

All personnel represented by the Union in the Bargaining Unit shall, unless otherwise indicated hereinafter, be referred to as secretarial personnel, and reference to female personnel shall include male personnel.

ARTICLE I

PURPOSE

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 II

UNION RECOGNITION, AGENCY SHOP

Section 1 **Union Recognition and Check-off**

- A. The Board hereby recognizes the Union as the sole and exclusive Bargaining Agent of the employees covered by this Agreement for the purpose of Collective Bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

- B. The term "secretarial" when used hereinafter in this Agreement, shall refer to all permanent full-time and regularly employed part-time personnel engaged in secretarial-clerical work including bookkeepers, clerks, receptionists, secretaries, offset operators, assistants, LMC Clerks, Special Education Paraprofessionals, Montessori Paraprofessionals, Begindergarten Paraprofessionals, Computer Technician, and all other secretarial-clerical personnel excluding there from the executive secretary, the secretary to the Director of Financial Services and the secretary to the Deputy Superintendent, the secretary to the Director of Human Resources, and all hourly personnel, faculty personnel, administrative personnel, all other service personnel, including business office supervisor, data processing coordinator, coordinator of youth activities and adult recreation, Administrative Assistant for special projects and publications for community education, coordinator for child care services, substitutes and all others.

Section 2 **Agency Shop**

- A. All employees employed in the Bargaining Unit, or who become employees in the Bargaining Unit, who are not already Members of the Union, shall, within ninety (90) calendar days of the date of hire by the Board, become Members or in the alternative shall, within ninety (90) calendar days of their hire by the Board, as a condition of employment, pay the Union a service charge based on an annual audit performed by the Union.
- B. An employee who shall tender or authorize the deduction of membership dues (or service fee) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).
- C. Employees who fail to comply with the conditions of this Article shall be discharged by the Board within thirty (30) calendar days after receipt of written notice of such default is delivered to the Board by the Union. The Union will advise the Board thirty (30) calendar days prior to giving written notification requesting discharge if an employee has not made necessary payment of dues or service fee. A discharge of an employee, under this Article, shall not be subject to the Grievance Procedure.
- D. Prior to any discharge by the Board, the Bargaining Unit Member shall be entitled to a hearing before the Board or Committee appointed by the Board for such purposes, to determine if the employee received notice of delinquency of payment of dues or fees as required by this Contract and whether such payment was, in fact, made to the Union. If the employee did receive notice as required by this Contract and did fail to pay, s/he shall be discharged.
- E. If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State Law.
- F. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other Members of the Union. The Union is required under this Agreement to represent all the employees in the Bargaining Unit fairly and equally without regard to whether or not an employee is a Member of the Union.
- G. The Union agrees to indemnify and save the Okemos Public Schools, the Board, including past and present individual members of the Board and the Board's past and present administrative employees and agents, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of or by reason of action taken by the Employer, its officers, agents, including the administrators, and individual Board members, or in reliance upon signed authorization cards or lists furnished to the Employer by the Union for the purpose of payroll deduction of dues, or for the purpose of complying with this Agreement.

Section 3 **Check-Off**

The Employer shall deduct from the wages of employees covered by this Agreement and remit to the Union all monthly dues and service fees, together with a listing of all of the employees by Social Security Number, for whom said deductions were made, only in such cases as the Union files with

the Employer proper written authority to do so. The Employer agrees to deduct from employees' wages for the Engineers Political Education Committee funds on a monthly basis when authorized by the employee.

ARTICLE III

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, provided that said observation shall not disrupt orderly operations and the Officer or Representative checks in at the building office.

ARTICLE IV

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, excluding Arbitration, and they shall not incur loss of salary when same has been mutually scheduled by both parties or the Arbitrator.
- C. The Chief Steward shall be supplied the following information for any newly hired employees within the employee's third (3rd) week of employment: name, date of hire, address, classification, schedule placement and job location. The Chief Steward shall also be supplied the Social Security Number of any newly hired employee within the aforementioned time limit if the Union files with the Employer proper written authority to do so. Such information will be only for the purpose of Union business and in no case will the information be sold, given away, or used for other than Union business.

ARTICLE V

RESPONSIBILITIES OF THE BOARD

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, 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 of the United States, including, but not without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees, as related to their job responsibilities;

- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion and to promote and transfer all such employees.

The exercise of the foregoing 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 thereof are in conformance with all applicable laws and regulations having the effect of law.

ARTICLE VI

RIGHTS OF CLERICAL/TECHNICAL PERSONNEL

- A. The Union, upon the approval of the Building Administrator, will have the right to use school facilities and equipment, on school grounds, at times when such equipment is not in use for regular operation, providing it has trained operators. The Union shall pay the cost of all materials, supplies, and other costs incident to such use.
- B. The Union shall have the right to post notices of its activities and matters of concern on bulletin boards, at least one (1) of which shall be provided in each school.

There shall be maintained in the Board of Education Office a cumulative record folder for all secretarial personnel. Secretarial personnel shall have the right upon request, with the exception of letters of recommendation, to review the contents of her personnel file in the presence of an administrator and a Representative of the Union.

ARTICLE VII

CONTINUITY OF OPERATIONS

- A. The Union agrees that neither it nor its Members nor any person acting on its behalf will cause, authorize, support or take part in any strike, (i.e., the concerted failure to report for duty, or willful absence of a secretary from her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the secretary's duties of employment) to occur during the life of this Agreement for any purpose whatsoever. The Union further agrees not to impose or cause the imposition of any sanction on the Okemos School District during the life of this Agreement.
- B. In the event of any action in violation of the foregoing, the Union agrees to post notices immediately at any or all schools affected, or otherwise communicate with persons violating this provision by all means at its disposal, that said activity is contrary to law, unauthorized by the Union and in violation of this Agreement and shall advise such persons to discontinue immediately said activity, and the Union, further, will use every other means at its disposal to assist in the immediate termination of such activity.
- C. The Union will not directly or indirectly take reprisals against a secretary who continues, or attempts to continue, her contractual duties, or who refuses to participate in any of the activities prohibited by this Section.

- D. The Board will have the right to all remedies available at law for violation of this Section, including injunctive relief and/or damages against any person, group or organization violating this Section.

ARTICLE VIII

SENIORITY

- A. A newly hired employee shall be on a probationary status for ninety (90) calendar days taken from and including the first (1st) day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the Union. Probationary employees shall be evaluated in accordance with Article IX.
- B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire.
- C. 1. Two types of seniority shall be recognized: 1) Bargaining unit seniority and 2) Classification seniority.

Classification seniority shall only be used for purposes of lay-off and recall. For purposes of classification seniority, there shall be three classifications: (1) Paraprofessionals (2) LMC Specialists (3) the jobs in Levels I, II, III and IV of Appendix A, with the exception of Paraprofessionals and LMC Specialists. Classification seniority shall be defined as the amount of service in the classification.

Seniority shall be defined as the amount of service accumulated within the District as an employee within the Bargaining Unit since the last date of hire. Time spent on layoff and leave of absence status shall count. Bargaining Unit seniority shall commence on the first day worked after the last date of hire. First day worked, for seniority purposes, shall mean the first day required to report for work by the Employer even if the employee does not work, unless the day was unexcused, at which point the first day worked shall mean the first day required to be present by the Employer which was excused.

2. Part-time service shall be treated as full-time service.
3. Whenever two (2) or more Members of the Unit have equal seniority, they shall be ranked using the following criteria and in the order stated:
- (a) The employee with the earliest date of hire shall be ranked first (1st).
 - (b) If the employees have the same date of hire and one (1) is a twelve (12) month secretary and one (1) is a ten (10) month secretary, the twelve (12) month secretary shall be ranked first (1st).
 - (c) If the employees have the same work year the employee with the least number in the last four (4) digits of the employee's Social Security Number shall be ranked first (1st).

4. For the purpose of classification seniority, if an employee changes classifications, seniority in prior classifications will be frozen.
- D. 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 XIII and the discharge is not reversed through the Grievance Procedure.
 3. Does not return to work when recalled after a lay-off. Notice of recall shall be sent by Certified Mail to the last known address that the Board has in its personnel records. If the employee does not report within fourteen (14) calendar days from the date of mailing of notice to return, the employee shall be considered a quit.
 4. Is laid off for two (2) 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 lay-off without notification of the immediate supervisor.
 7. Retires.
- E. Secretarial personnel transferred to supervisory or administrative positions and who later return to secretarial positions, shall retain such rights as they had under this Agreement prior to such transfer.
- F. The current seniority list may not be attacked in Arbitration in the future and the Arbitrator shall have no power or jurisdiction to modify the current seniority list. Subsequent modifications to the seniority list to reflect new employees or classification changes will be published annually by the Employer no later than October 15th each year.

ARTICLE IX

EVALUATION

- A. During the first (1st) fifty-five (55) days of employment, secretarial personnel shall be evaluated in writing. A copy of this evaluation shall be given to the employee. Within five (5) working days, the immediate administrator shall have a conference with the employee to discuss and clarify the contents of the evaluation.
- B. The performance of all secretarial personnel shall be evaluated in writing. Probationary secretarial personnel shall be evaluated at least two (2) times during the first (1st) year of service, once during the probationary period and once prior to the end of the first (1st) year.

- C. Evaluations shall be conducted by the immediate supervisor or by another professionally qualified administrator appointed by the Superintendent. Non-probationary bargaining unit members shall be evaluated once every third year, unless greater frequency is deemed necessary for the bargaining unit member by supervisor/administrator. For non-probationary bargaining unit members who are being evaluated, the year end evaluation will be conducted prior to June 1.
- D. A copy of the annual evaluation shall be given to the person evaluated and one (1) copy shall be filed with the Director of Human Resources.

ARTICLE X

TRANSFERS AND PROMOTIONS

- 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 giving written notice of such vacancy or newly created position to the Union 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 ten (10) working days after notice has been given. The written notice of a newly created position or vacancy shall include the following information: type of work, starting date, hours of work, classification and qualifications.

The addition of hours to a pre-existing job shall not be considered the creation of a new job, however if hours are permanently added to a position the Union shall be notified.

- B. Equal consideration shall be given to all applicants within the Bargaining Unit. The established aim is to secure the most qualified personnel for all positions.

Compatibility between the Administrator and his/her secretary is of primary importance. Determination of compatibility may be done by previous experience between the Administrator and the applicant or through the use of personnel files, interviews and a trial period or a mutually agreed upon trial period of a different length. If at the end of the trial period either party determines compatibility does not exist, the candidate may return to his/her former position and the Administrator shall have the right to choose his/her secretary from amongst all applicants without further posting.

In filling any vacancy, consideration shall be given to the compatibility, training, experience, evaluation, skills and length of service. Secretarial personnel with less service shall only be appointed to the position if s/he is better qualified in the above areas.

- C. The Employer shall have the right to establish tests to determine if an applicant is better qualified and possesses the necessary skills required by the job posted.
- D. If an internal applicant for a posted position is determined to lack necessary qualifications, s/he shall have the right to appeal that determination only within five (5) calendar days of receipt of notice from the person interviewing for the position to the Director of Human Resources. If the Director reverses the initial decision, then the applicant shall be reconsidered for the position as though qualified. All appointments to any posted position shall be considered temporary for the first ten (10) calendar days.

If the administration shall determine that no internal applicant for the posted position is qualified, it may, thereafter, seek outside qualified applicants. There shall be no interviews of outside applicants until interviews of internal applicants have been completed and a determination of qualification made.

- E. Secretarial personnel are subject to assignment and transfer at the discretion of the Superintendent or his designee. The exercise of discretion shall not be for arbitrary or capricious reasons. Transfers of secretarial personnel shall be made only after prior consultation with said personnel and written notification including reasons from the Superintendent or his designee. Secretarial personnel who object to such transfer shall have the right to grieve.
- F. The Board may use a temporary employee in a newly created position for sixty (60) calendar days. After the sixty (60) days, the position shall be posted. Substitutes may be used in the same Bargaining position for up to sixty (60) consecutive working days without being considered part of the Bargaining Unit, but after thirty (30) consecutive days, the substitute will receive contractual salary as stated in Appendix B. Such substitutes shall not accrue seniority rights nor shall such time be credited towards a probationary period. As used in this Article, "temporary employees" applies only to newly created positions. "Substitutes" are employees performing the duties of a previously established position. The substitutes' employment will automatically terminate upon the return of the regular employee.
- G. Members of the Bargaining Unit who are temporarily transferred to another position in the bargaining unit shall be paid the rate of the position to which they are transferred or the rate of their current position, whichever is greater.

ARTICLE XI

LAYOFF

- A. Layoffs and recalls shall be done within levels based upon levels I, II, III and IV in appendix A. Layoffs and recalls within levels I, II, III and IV shall be based upon classification seniority as defined in Article VIII, Subsection C-1. Therefore, an employee cannot bump into a position unless s/he has classification seniority as defined in Article VIII, Subsection C-1 for that position as a result of working in that classification in the past (see Article VIII, Subsection C-4).

If an employee's position is being eliminated, the employee shall be able to bump into another position in which s/he has classification seniority as defined in Article VIII, Subsection C-1 in accordance with the following procedure:

1. The employee shall be able to bump the lowest seniority person with the same number of annual hours, as determined on an annual basis, in the same level.
2. If there is no employee in the same level with the same number of annual hours with lower seniority, then the employee may bump the lowest seniority person in the same level with a lesser number of annual hours nearest to the annual hours of the person bumping or bump pursuant to Subsection A-3 below.

3. If there is no employee who the employee can bump pursuant to Subsection A-1 or A-2 above, the employee can bump the lowest seniority employee in a lower level with the same number of annual hours nearest to the annual hours of the person bumping if the person bumping has more classification seniority than the person being bumped
 4. If there is not employee who the employee can bump pursuant to Subsections A-1, A-2 or A-3 above, the employee can bump the lowest seniority employee in a lower level with a lesser number of annual hours nearest to the annual hours of the person bumping if the person bumping has more classification seniority than the person being bumped.
 5. If an employee is unable to bump another employee pursuant to Subsections A-1 through A-4 above, the employee can bump the lowest seniority employee in the same classification and same level whose annual hours are no more than 200 hours greater than the annual hours of the person bumping.
- B. In all cases of bumping, the employee must be qualified to fill the position to be taken as determined by the employer. The determination of qualifications shall be subject to the grievance procedure that shall be governed by the following standards.
1. It is understood that one of the qualifications of a secretarial position is the compatibility factor of the secretary with the person for whom s/he works. The employer will not be arbitrary and capricious when making these decisions.
- C. In the event the Board determines to lay-off an employee or regularly reduce an employee's hours, the employee shall be given a minimum of fourteen (14) calendar day's written notice, with a copy of such notification furnished to the Union. The fourteen (14) calendar days written notice requirement shall not apply to an employee who is bumped as part of the layoff process. 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 regular reduction of hours and how the work will be performed.
- D. A permanent reduction of up to one (1) hour daily or a permanent reduction of four (4) weeks or less annually of an employees' hours/work week shall not be subject to the bumping procedure if the reduction does not effect the employee's benefits. The procedure described in Section A shall be followed for a reduction if an employee's hours of more than one (1) hour daily or more than four (4) weeks annually.
- E. Termination - Paraprofessionals
- In the event the criteria in Special Education classes does not meet or falls below the minimum requirements for reimbursement as determined by the Ingham Intermediate School District, Special Education Teacher Paraprofessionals will be laid off. Exceptions will be at the will of the Board of Education.
- F. An employee will have the option of taking a voluntary layoff instead of bumping pursuant to Subsections A-3 or A-4 above.

- G. All rights to recall and future employment shall end if a laid off employee is not recalled within two (2) years from the date the layoff was effective. Performing services as a substitute or non-bargaining unit employee after layoff shall not constitute a recall within the meaning of this provision.

ARTICLE XII

NEW JOBS AND RECLASSIFICATION PROCEDURES

If the Employer creates a new job classification or modifies an existing written job description, the Union shall be notified of the changes or modifications. Either party shall have the right to request negotiations on wages for the new or modified job within a reasonable time after notification.

ARTICLE XIII

DISCHARGE, DEMOTION, AND DISCIPLINE

- A. Any employee may be suspended with or without pay, or otherwise disciplined or discharged provided the Employer has just cause to do so. Such disciplinary action shall be subject to the Grievance Procedure unless the employee is a probationary employee. An employee may ask for representation from the Union in the event of any disciplinary action.
- B. Demotion is an involuntary transfer to a position carrying a lower hourly rate. In cases of demotion, the employee shall be entitled to written reasons within ten (10) days of a written or verbal request by the employee.

Demotions shall be grievable in the same manner as set forth in paragraph A.

- C. The Board agrees, promptly upon the suspension or other discipline or demotion of any employee, covered by this Agreement, to furnish written notification of such action taken to the employee and the Union Steward.

ARTICLE XIV

LEAVES OF ABSENCE

- A. SICK LEAVE AND FUNERAL LEAVE

Sick leave is a form of insurance, not a form of compensation. The purpose of sick leave is to protect secretarial personnel and the pupils when secretarial personnel become ill. Permanent secretarial personnel shall be allowed sick leave with pay as listed hereafter:

1. Thirty-Six (36) to Thirty-Nine (39) week Secretarial Personnel and Paraprofessionals

Nine (9) days per year credited on the first (1st) day of employment. Maximum accumulation unlimited.

2. Forty (40) to Forty-Eight (48) Week Secretarial Personnel

Eleven (11) days per year credited on the first (1st) day of employment. Maximum accumulation unlimited.

3. Fifty-Two (52) Week Secretarial Personnel

Twelve (12) days per year credited on the first (1st) day of employment. Maximum accumulation unlimited.

B. ILLNESS (Personal or Immediate Family)

1. For an absence resulting from personal illness or injury within the immediate family and not exceeding two (2) consecutive days, approval of the immediate supervisor will usually suffice. Verification of this illness may be required for absences of more than two (2) days.
2. Any secretary absent from two (2) weeks of work because of injury or illness must present a certificate of fitness from a licensed physician upon her return to her immediate supervisor.
3. Secretarial personnel who have been absent because of a nervous disorder must present a satisfactory report from a physician licensed to practice medicine under the laws of the State of Michigan. In addition, the secretarial personnel may be required to provide a medical report from a physician designated by the Superintendent, and paid for by the Board.
4. Bargaining unit members who have exhausted their personal business leave may use their sick days for recognized religious holidays, provided their immediate supervisor approves it.

C. BEREAVEMENT LEAVE (Death in the Immediate Family)

1. Secretarial personnel shall be given three (3) bereavement days per year. No bereavement days will be allowed to accumulate. Bereavement days will not be deducted from the employee's sick leave bank. Bereavement days will be used for the immediate family.* Additional days may be granted by the Superintendent or designee.
2. Personnel may take one (1) day per year to attend a funeral of any person to be deducted from the personnel's sick leave bank balance. If the sick leave balance is zero or negative, no pay will be given. Additional days may be approved by the Superintendent.

* Immediate family shall be interpreted as: Father, mother, husband, wife, child, stepchild, adopted child, mother and father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, sister, brother, grandparents, grandchild, and any other person for whose physical care s/he is principally responsible for.

D. SICK LEAVE PAY ADJUSTMENTS

1. If secretarial personnel shall leave the services of the school prior to the completion of the year, s/he shall repay the Board for all sick leave pay in excess of that earned.

E. SICK LEAVE - LEAVE OF ABSENCE

1. Sick leave days which were earned prior to a leave of absence shall be held in reserve pending the return of personnel from such leave.

F. LEAVE SERVICE

1. Secretarial personnel who leave employment of the Board, except on leave of absence, shall forfeit all of their unused days of sick leave, and they shall not be restored if they should later re-enter the services of the Board.

G. RESPONSIBILITIES OF SECRETARIAL PERSONNEL

1. In case of sick leave absence, notification of the expected absence should be given to the office of the Board, or the immediate supervisor, at least one (1) hour before staff personnel normally report to work.

H. PERSONAL BUSINESS DAY

At the beginning of each school year, each Bargaining Unit Member shall be credited with two (2) days of personal business leave.

1. A Bargaining Unit Member shall notify her immediate supervisor at least one (1) week in advance of using personal business leave, except in cases of emergency when shorter notice will be acceptable.
2. The first (1st) day of personal business leave may be used at the Bargaining Unit Member's discretion. The second (2nd) day may be used only for business transactions and may not be used on the workday immediately preceding or following a holiday, vacation period or during parent/teacher conferences.
3. Bargaining unit members may use personal business leave for recognized religious holidays.
4. Unused personal business days will be added to the employee's sick leave bank.

I. ABSENCES

1. Conference Attendance

Secretarial personnel may be released from regular duties for conference attendance upon the approval of the immediate supervisor and the administrator in charge of conferences. The Board may reimburse conference expenses if prior arrangements for reimbursement have been made.

J. COURT APPEARANCE

1. In a case of absence from duty in response to a jury summons, court subpoena or an administrative hearing in which secretarial personnel is not a party, there shall be deducted from the salary of same secretarial personnel the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena. A certificate signed by the secretarial personnel stating the amount and purpose of such compensation must be submitted. Full salary for the period of such absence shall be deducted unless a certificate is presented.
2. In case of absence from duty for any court proceedings or administrative hearing in which the secretarial personnel is a party, no salary shall be paid for the period of absence unless the secretarial personnel chooses to use personal business days or vacation days.

K. SCHOOL CLOSINGS

1. When schools are forced to close due to conditions beyond the control of the school authorities, secretarial personnel will report for work upon the request of their immediate supervisor. If a secretarial employee works on such days, the employee will be paid for the days and granted compensatory time off.
2. Scheduled days of student instruction that are not held because of conditions beyond the control of school authorities may be rescheduled. If an employee does not work on the cancelled day, the employee will be paid for the cancelled day. If the cancelled day is rescheduled, the employee will work on the rescheduled day with no additional compensation. (The compensation for the cancelled day shall constitute compensation for the rescheduled day.)

L. TRAVEL DIFFICULTIES

In the event of absence resulting from travel difficulty to the secretarial personnel's local place of employment, the Superintendent may waive the salary deduction if the travel difficulties arise from floods, storms, or other conditions beyond the control of the secretarial personnel and if in the judgment of the Superintendent, or his designee, the secretarial personnel have made every reasonable effort to get to their place of employment. Secretarial personnel shall contact their immediate supervisor or the Superintendent for instructions.

M. EDUCATIONAL LEAVE

1. Secretarial personnel who have been employed in the Okemos Public Schools for three (3) years may be granted an educational leave upon written request.
2. Requests for educational leave shall be considered only for a full calendar year and provided the secretarial personnel states her intent to return to the Okemos Public School District upon the expiration of her leave. Application shall be made to the Director of Human Resources at least ninety (90) days prior to the commencement of the leave.

3. In computing service to determine secretarial personnel's salary at the expiration of leave, time spent on leave shall not be counted as active service in the Okemos School District.
4. Secretarial personnel on leave shall make written application ninety (90) calendar days prior to the expiration date of leave for reinstatement. Failure to make such written application shall constitute the secretarial personnel's resignation from employment.

N. PERSONAL LEAVE

1. The Board will grant a leave of absence for up to one (1) year, renewable at the discretion of the Board, without compensation to any secretarial personnel who is unable to perform her regular duties for an extended period of time because of personal illness, accident, or other equally grave emergency, provided written request for such leave of absence is submitted by the secretarial personnel and provided a written certification of illness is received from a physician. Unless there are extenuating circumstances, secretarial personnel desiring a personal leave must apply for the leave at least ninety calendar days prior to the commencement date of the leave. "Other equally grave emergency" shall include illness of a member of the immediate family (as defined in paragraph C).
2. In computing service to determine the secretarial personnel's position on the salary guide at expiration of leave, time spent on leave shall not be counted as active service in the Okemos Public Schools.
3. Whenever a leave of absence is granted for health reasons, secretarial personnel must give acceptable professional evidence of recovered health before being permitted to return to duties in the Okemos Public Schools.
4. Secretarial personnel on leave shall make written application ninety (90) calendar days prior to expiration date of leave for reinstatement. Failure to make such written application shall constitute the secretarial personnel's resignation from employment.

O. MATERNITY LEAVE

1. Maternity Leave without compensation is available to secretarial personnel. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board. The maternity leave shall commence not later than the date that the secretarial personnel is unable to properly perform her required functions.
2. Insurance benefits will be paid for the first 30 days of an unpaid maternity leave and for any portion of the maternity leave which constitutes family medical leave under the Family and Medical Leave Act of 1993 and Section T of this Article. Accumulated sick leave shall be used for any portion of the maternity leave during which the secretarial personnel are physically unable to work with paid insurance benefits for the duration of the sick leave.

3. If the secretarial personnel desires a leave of absence she must file a written request, including a physician's statement certifying her pregnancy, specifying the beginning and ending dates, with the Superintendent's office at least forty-five (45) days prior to the date the leave is to begin.
4. A secretarial personnel who is pregnant may continue in active employment as late into her pregnancy as she desires, provided:
 - a. She does not become an occupational risk;
 - b. Her physician certifies periodically at the request of her immediate supervisor that she is physically sound and able to perform all duties of her position;
 - c. She performs all duties and functions of her position on the same basis as expected of any other secretarial personnel;
 - d. Any failure to comply with any of these requirements shall be just cause for the Board to place the secretarial personnel on a leave of absence.
6. For maternity leaves of one (1) year, secretarial personnel shall make written application ninety (90) calendar days prior to the expiration date of leave for reinstatement. Failure to make such written application shall constitute the secretarial personnel's resignation from employment.

P. ADOPTIVE LEAVE

1. Adoptive leave, if requested by the secretarial personnel within thirty (30) days after the child is assigned to her, will be granted for a period not to exceed one (1) year.
2. In computing service to determine secretarial personnel's salary at the expiration of leave, time spent on leave shall not be counted as active service in the Okemos School District.
3. Secretarial personnel on leave shall make written application ninety (90) calendar days prior to the expiration date of leave for reinstatement. Failure to make such written application shall constitute the secretarial personnel's resignation from employment.

Q. MILITARY LEAVE

1. Secretarial personnel who have been inducted or enlist for military duty in any of the Armed Forces of the United States shall be granted a leave of absence for a period not to exceed ninety (90) calendar days beyond their honorable discharge date.
2. Application for reinstatement shall be made within a reasonable time after discharge or release from Military Service and not later than ninety (90) calendar days beyond their honorable discharge date.
3. Full credit toward advancement on the salary schedule shall be granted.

4. Leave shall not be extended beyond the initial enlisted or induction period.
5. A dishonorable discharge from above service shall not obligate the Board for future employment.
6. A certification by a licensed physician of the physical and/or mental capability may be required as a condition of reemployment.

R. PUBLIC AFFAIRS LEAVE

1. The Board will grant a leave of absence, up to one (1) year without compensation to any secretarial personnel who has been employed two (2) or more years, upon application for the purpose of campaigning for or serving in public affairs office.
2. In determining the position of secretarial personnel on the salary guide at expiration of leave, the time spent on leave shall not be counted as active duty.
3. Secretarial personnel on leave shall make written application ninety (90) calendar days prior to the expiration date of leave for reinstatement. Failure to make such written application shall constitute the secretarial personnel's resignation from employment.

- S. All reasons for leaves 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, a copy furnished to the employee, and a copy sent to the Union.

T. FAMILY MEDICAL LEAVE

1. It is understood that the Family and Medical Leave Act of 1993 does not abrogate the rights of the parties under this Collective Bargaining Agreement. Where additional benefits are extended by the Act to bargaining unit members, those additional benefits will be honored by the District. Where certain employer rights are also granted in connection with those additional benefits, the District shall be free to exercise those rights.
2. Pursuant to the provisions of the Family and Medical Leave Act, eligible employees shall be granted unpaid leave for the purposes and to the extent required by law, subject to all of the terms and conditions of the law and its implementing regulations. Any paid or unpaid leave which is otherwise available under the provisions of this agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfilling the leave entitlement of the eligible employee to the extent permitted by the law and its implementation regulations.
3. Upon receiving notice of a request for leave of absence either under the Collective Bargaining Agreement or under F.M.L.A., the District shall notify the bargaining unit member when granting the requested leave in accordance with federal regulations that the use of the leave time will serve to satisfy the F.M.L.A. required leave time.

ARTICLE XV

GRIEVANCE PROCEDURE

- A. Definition: A grievance is a claim by a secretarial personnel, a group of secretarial personnel or the Union that there has been a violation, misinterpretation or misapplication of any provision in the Agreement, and may be processed as a grievance as hereunder provided.
- B. Any matter involving the content of a secretarial evaluation shall not be the basis of any grievance filed under the procedure outlined in this article, with the exception of matters not previously made known.
- C. If an individual secretarial member has a personal complaint* which s/he desires to discuss with her immediate administrator, s/he shall be free to do so without recourse to the Grievance Procedure.
- D. Secretarial personnel may present any grievance with full assurance that such presentation will in no way prejudice their standing or status within the school system.
- E. If the Union has a Grievance, the Union will begin Procedures at Level Two (2) by submitting the Grievance in writing.
- F. The term "Grievant" shall be used hereinafter to mean either a secretary, group of secretaries, or the Union.
- G. A Grievance to be considered under this Agreement must be initiated by the Grievant within ten (10) working days from the time of its alleged occurrence.
- H. A Grievance must be in writing and contain the following:
 - 1. It shall be signed by the Grievant:
 - 2. It shall contain the date of the alleged violation:
 - 3. It shall be specific:
 - 4. It shall contain a summary of the facts giving rise to the alleged violation:
 - 5. It shall cite the Section(s) or Subsection(s) of this Agreement alleged to have been violated: and
 - 6. It shall specify the relief requested.
- I.
 - 1. Level One (1)

*A complaint is a minor disagreement, which may become a grievance if left unattended.

The Grievant(s) shall first discuss the matter with the immediate administrator. The Grievant(s) may be accompanied by a Union Representative. If not satisfied, the Grievant(s) may within three (3) work days, file a grievance in writing with the

immediate administrator and the Union. Within five (5) work days of receipt of the grievance, the immediate administrator shall remit a written disposition of the Grievance to the Grievant(s) and the Union.

2. Level Two (2)

If the Grievant(s) or the Union are not satisfied with the disposition at Level One (1), the Grievance shall within five (5) working days be transmitted to the Director of Human Resources. Within seven (7) workdays after the receipt of the Grievance, the Director of Human Resources shall meet with the Grievant(s) to hear testimony and render his written decision within seven (7) work days after the meeting.

3. Level Three (3)

If the Grievant(s) and/or the Union are not satisfied with the disposition at Level Two (2), the Grievance shall within five (5) work days be transmitted to the Superintendent. Within seven (7) days after receipt of the Grievance the Superintendent shall meet with the Grievant(s) to hear testimony. The Superintendent shall remit a written disposition within seven (7) days after this meeting.

4. Level Four (4)

If the Union is not satisfied with the disposition at Level Three (3), the Grievance shall be transmitted to the Board of Education within five (5) days. Within seven (7) days after receipt of the Grievance, the Board or their designees will meet with the Grievant(s) to hear testimony. The Board or their designee shall remit a written disposition within seven (7) days after the meeting.

5. Level Five (5)

If the Union is not satisfied, or if the time limits are not met, it may submit the Grievance to Arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If submission to Arbitration is to occur, the Superintendent shall be notified in writing within twenty-one (21) days following the disposition at Level Two (2).

J. The decision of the Arbitrator shall be final and conclusive and binding upon the Board, administrators, and all secretarial personnel. Any lawful decision of the Arbitrator shall be placed into effect, subject to the right of the Board and the Union to judicial review.

K. Powers of the Arbitrator are subject to the following limitations:

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement;
2. He shall have no power to establish or change any salary guide or salary schedule;
3. He shall have no power to change any practice, policy, or rule of the Board;

4. Where no wage or fringe benefit loss has been caused by action of the Board, the Board shall be under no obligation to make monetary adjustments and the Arbitrator shall have no power to order one;
 5. He shall have no power to interpret State or Federal Law; and
 6. He shall have no power to decide any question that under this Agreement is within the responsibility of the Board to decide.
- L. After a case on which the Arbitrator is empowered to rule has been referred to him, it may not be withdrawn by either party except by mutual consent.
- M. No more than one (1) Grievance may be considered by the Arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- N. The cost of the Arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

ARTICLE XVI

HOURS AND WORK WEEK

Section 1

- 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-half (1-2) hour unless mutually agreed between the Board of Education and the employee. The normal work week shall consist of forty (40) hours per week, Monday through Friday. The normal work day will be scheduled between the hours of 6:00 a.m. and 7:00 p.m. The Board retains the right to regularly schedule work for less than eight (8) hours per day or forty (40) hours per week.

Section 2 Overtime rates will be paid as follows:

- A. Time and one-half (1-1/2) will be paid for all time worked in excess of forty (40) hours in one (1) week, for which overtime has not already been earned, providing such overtime has been scheduled, unless the employee and the Employer agree to compensatory time.
- B. Time and one-half (1-1/2) will be paid for all hours worked on Saturday and double time (2X) will be paid for all hours worked on Sunday.
- C. Working hours during the summer months for all school offices shall be 8:00 a.m. to 4:00 p.m. with one-half (1-2) hour for lunch, or 7:30 a.m. to 4:00 p.m. with one (1) hour for lunch, with the approval of the Superintendent, beginning the first (1st) week after school closes through the week prior to the opening in the Fall.

Section 3 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 time hourly rate, whichever is greater.

Section 4 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.

Section 5

In the event that the Board would require an employee to work more than their established work weeks per year, that employee shall be so notified by the Board as to the extension of their work year, in writing, at least thirty (30) calendar days before the effective date of the change unless the change is by mutual agreement.

Section 6

In the event that the Board would require an employee to work less than the established work weeks per year, that employee shall be so notified by the Board in writing, at least thirty (30) days before the effective date of change.

ARTICLE XVII

VACATION AND HOLIDAYS

- A. Vacations are provided for rest and relaxation of secretarial personnel and generally pay will not be given in lieu of taking a vacation. Vacation time may not be accumulated to more than twice the annual allotment.
- B. Secretarial personnel working on a fifty-two (52) week basis will be granted ten (10) days of vacation with pay. After the third (3rd) year, commencing on the third (3rd) anniversary date of employment, one (1) day per year shall be added to the vacation time until a maximum of twenty-five (25) days has been reached. In order to be credited the one (1) day per month, secretarial personnel must have been employed fifteen (15) days that month, for which s/he would have earned pay.

- 1. When secretarial personnel are employed after July 1st, they may accumulate one (1) day per month up to a total of ten (10) days. Such days shall begin on the first (1st) day of the month following employment and end on the following June 30th.
- 2. Secretarial personnel who leave employment prior to June 30th, are entitled to the prorated accumulated vacation time earned.

Secretarial personnel may take their vacation upon the approval of their immediate supervisor, subject to the provisions of paragraph A.

- C. Employees hired prior to October 15, 1999 working less than twelve (12) months shall be entitled to five (5) days of paid vacation. Employees hired after October 15, 1999 will earn vacation as follows:

50-51 weeks = Employees will be granted ten (10) days of vacation with pay. After the third (3rd) year, commencing on the third (3rd) anniversary date of employment, one (1) day per year shall be added up to the vacation time until a maximum of fifteen (15) days has been reached. Vacation cannot be accumulated to more than twice the annual allotment.

48-49 weeks = Employees will be granted eight (8) days of vacation with pay. After the third (3rd) year, commencing on the third (3rd) anniversary date of employment, one (1) day per year shall be added up to the vacation time until a maximum of ten (10) days has been reached. Vacation cannot be accumulated to more than twice the annual allotment.

44-47 Employees will be granted five (5) days of paid vacation; vacation days cannot be carried over from year to year.

Vacation days shall be scheduled at a time that is approved by the immediate supervisor.

- D. The following days each year are recognized as holidays with pay for all fifty-two (52) week permanent secretarial personnel who are not absent without approval the workday before or the work day after these Holidays:

New Year's Eve Day
New Year's Day
Memorial Day
Martin Luther King, Jr. Day
July 4th
Labor Day
Thanksgiving Day and the Day After
The Last Working Day Before Christmas *
Christmas
Day Before or after President's Day **
President's Day

* Unless school is in session, then the day after Christmas.

** Whether the holiday will be before or after President's Day will depend upon the school calendar.

When any of the above holidays fall on Sunday, the following day (Monday) shall be observed as the holiday. When any of the above holidays fall on Saturday, the preceding day (Friday) will be observed as the holiday.

- E. The following days each year are recognized as holidays with pay for all regular secretarial personnel who are employed for less than fifty-two (52) weeks and are not absent without approval the workday before or the workday after these holidays:

Labor Day
Thanksgiving Day and the Day After
Memorial Day
Martin Luther King, Jr. Day
Day Before or after President's Day *
President's Day
Christmas Day
July 4th (If personnel is still working)

* Whether the holiday will be before or after President's Day will depend upon the school calendar.

F. The following days each year are recognized as holidays with pay for all Paraprofessionals:

Labor Day only if the students have commenced their school year prior to Labor Day, or if required to report to work for training prior to Labor Day.

Thanksgiving Day
The Day After Thanksgiving Day
Memorial Day
Martin Luther King, Jr. Day
Day Before or after President's Day *
President's Day

* Whether the holiday will be before or after President's Day will depend upon the school calendar.

G. Holidays occurring during the vacation period shall not be charged against the vacation allowance. If an employee terminates their employment, they 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.

H. Secretarial personnel with unapproved absence before or after holidays shall not be paid for the holidays. **

** Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, July 4th, Martin Luther King, Jr. Day, and President's Day.

ARTICLE XVIII

INSURANCE PROVISIONS

A. Health Insurance

1. The Board agrees to provide a medical insurance policy through PHP-PPO with 1,000/2,000 deductible paid by the Board into an HRA, \$10 Office Visits and 10/20 Prescriptions. Employees will be eligible for health care on the first day of employment. Coverage shall cease on the last day of the month in which the employee is terminated.

2. Full benefits will be provided for those employees that work forty (40) hours per week. Those employees working less than forty (40) hours per week must pay a prorated share of the monthly premium except those employees that were receiving full benefits as of July 1, 1992 even though working less than forty (40) hours per week will continue to receive fully paid health insurance. Current employees receiving fully paid health benefits whose hours are involuntarily reduced by up to five (5) hours per week shall continue to receive fully paid health benefits.

3. Insurance Cap. Effective July 1, 2011, the Board will pay 80% and the employee will pay 20% of the health premium.

4. Annuity Option

In lieu of full health insurance benefits, the employee may opt to receive a cash allowance of two hundred fifty dollars (\$250.00) per month for the 2011-12 school years. The cash amount may be applied towards approved annuity plans or other plans on record with the employer through the salary reduction agreement. The Board agrees to implement a Section 457 Plan (retirement plan).

5. Benefits

Prescription Drugs copay B \$10.00/\$20.00 per prescription or authorized refill.

B. Worker's Compensation

The Board agrees to carry Worker's Compensation Insurance for all personnel. Personnel sustaining injury or occupational disease arising out of, and in the course of, Board employment, shall be continued on the payroll to the extent of the dollar amount of her sick leave reserve; or the employee may opt to receive Worker's Compensation.

C. Long Term Disability Income Protection

Long-term disability income protection will be provided to those employees that work 20 (twenty) hours or more per week.

1. The Board will provide a long term disability package which will include an income protection program in the amount of sixty-six and two-thirds percent (66-2/3) of basic earnings for permanent secretarial personnel commencing on the ninetieth (90th) consecutive day of disability. It is understood that a modified fill provision will be added and that the maximum amount of five thousand dollars (\$5,000.00) earnings per month will be allowed. The disability insurance will contain a Social Security Freeze provision and a cost of living allowance.

2. Selection of the carrier will be at the discretion of the Board.

3. Any employee whose personal illness or injury extends beyond her sick leave days or when income protection goes into effect, must submit a request for a health leave within ten (10) calendar days after the sick leave expiration or the start of income protection. The employee shall not receive any salary compensation from the Board

after the expiration of sick leave or when income protection is in effect. Insurance benefits will be paid for the first (1st) thirty (30) days of total disability.

D. Vision Care Program

1. The premium cost for the vision program will be prorated on the basis of forty (40) hours per week employment except for those employees working less than forty (40) hours per week and receiving fully paid benefits will continue to receive fully paid benefits so long as they do not voluntarily reduce their hours.
2. The Board will provide a Vision Care Program with internal and external coordination of benefits as follows:

Examination	\$75.00
Lenses	
Pair-SV	\$180.00
Bi-focal/Progressive	\$190.00
Tri-focal	\$200.00
Frames	\$80.00
Contacts	\$160.00

An employee requiring a vision examination every twelve (12) months for medical reasons will have a benefit of \$58 each year. A medical statement must be forwarded to the Deputy Superintendent to initiate this plan.

The Program includes complete examination, prescription lenses and frames once every twenty-four (24) months. A change in prescription is necessary for the replacement of lenses and/or frames.

The Program includes prescription sunglasses, gradient tints, photo gray lenses, blended lenses, and oversize lenses.

E. Life Insurance

1. The Board agrees to provide twenty-five thousand dollars (\$25,000) Term life and AD&D insurance for secretaries that work forty (40) hours per week.

Current employees working forty (40) hours per week shall continue to receive twenty-five thousand dollars (\$25,000) term life insurance with AD&D if their hours are involuntarily reduced up to five (5) hours per week.
2. The Board agrees to provide twelve thousand five hundred dollars (\$12,500) term life and AD&D insurance for regular secretarial personnel that work less than forty (40) hours per week.
3. The details relative to coverage are in the term life insurance certificate.
4. Selection of the carrier will be at the discretion of the Board.

F. Dental Insurance

1. The Board will provide a dental insurance program hereinafter described which is fully paid provided the employee works forty (40) hours per week. Premiums will be prorated based upon forty (40) hours of employment per week except those employees receiving fully paid premiums even though working less than forty (40) hours per week will continue to receive fully paid benefits so long as they do not voluntarily reduce their employment hours. The Board will provide an additional \$1,500 for children's orthodontics for bargaining unit members receiving cash in lieu of health insurance.
2. The Board will provide a Dental Program, eighty percent (80%) co-insurance with a one thousand five hundred dollar (\$1,500.00) yearly maximum for basic and major services benefits, per individual. Basic Benefits: No deductible.

Basic dental benefits include a preventable program for cleanings, x-rays (bitewing), oral examination, and fluoride applications. These benefits are limited to two (2) visits each year.

As an incentive to participate in the preventive program, the eighty percent (80%) co-insurance will increase by ten percent (10%) on January 1 of each year until it reaches 100% provided the employee visits the dentist at least once every twelve (12) months. Recommended basic patient services must be completed during the benefit year. Failure to do so will revert the employee benefits to eighty percent (80%) co-insurance.

Major Services - No deductible - 80% maximum coverage.

Orthodontics - No deductible - 80% maximum coverage. (\$1,500 lifetime maximum)

3. Selection of all carriers shall be at the discretion of the Board.

G. General

The Board will make the insurance benefits available to the employee for a period of twelve (12) months commencing the first (1st) of the month after the expiration of sick leave or when income protection goes into effect. All personnel receiving insurance benefits are responsible for any insurance premium which may become due after the date of expiration of sick leave or thirty (30) days, whichever is less. The employee shall pay the full monthly premium for each insurance benefit five (5) days prior to the first (1st) day of each month. Failure to pay the premium five (5) days prior to the first (1st) day of each month will automatically cancel the benefit.

Upon retirement/resignation at the end of a school year, employees' benefits will cease on June 30 of that year.

- H. The employer has adopted a qualified plan document, including a Salary Reduction Agreement that complies with Section 125 of the Internal Revenue Code. The cost associated with fulfilling future employer reporting requirements shall be borne by the

employer. The employer shall have the right to determine the plan administrator. The employee shall pay the monthly administration fee for documents required to be filed under Section 125 including salary reduction agreements.

ARTICLE XIX

GENERAL

A. Retirement

In return for years of service to the Okemos Public Schools the Board agrees to pay one hundred dollars (\$100.00) per year of service to secretarial personnel upon retirement* and provided said secretarial personnel have been employed by the school district for at least ten (10) years. Bargaining unit members employed by the district for more than twenty (20) years shall be paid one hundred fifty dollars (\$150.00) for each year of service to Okemos Public Schools. To be eligible for the retirement benefits in this section, secretarial personnel must provide at least two months advance written notice of retirement.

* Retirement shall be interpreted to mean leaving the service of the Okemos Public Schools and becoming an annuitant of the Michigan Public School Retirement Fund, Social Security, or both.

B. Pay for Sick Leave

After five (5) years, if an employee retires, the Board will pay 50% of the daily rate for accumulated sick days up to a maximum of two thousand dollars (\$2,000). After ten (10) years, if an employee retires, the Board will pay 50% of the daily rate for accumulated sick days up to a maximum of four thousand dollars (\$4,000). Upon retirement, the employee can take the payment for unused sick leave and the retirement benefit.

After five (5) years, if an employee terminates their employment, the Board will pay thirty dollars (\$30.00) per sick day accumulated to a maximum of one thousand five hundred dollars (\$1,500.00). After ten (10) years, if an employee terminates their employment, the Board will pay thirty dollars (\$30.00) per sick day accumulated to a maximum of two thousand three hundred dollars (\$2,300.00).

C. One time Service Recognition Stipend

1. Beginning with the 1999-2000 school year, any bargaining unit member completing twenty-four (24) years of service with the Okemos Public Schools will receive a one time recognition stipend in the amount of three hundred dollars (\$300).

D. Secretary personnel with approved insurance coverage who are reimbursed for the use of personal automobiles shall be paid the IRS mileage rate per mile.

E. Salary payments will be made bi-weekly on Friday.

If the regular pay date falls on a legal holiday, salary payment will be distributed the last working day prior to the regular pay date. Salary shall be pro-rated so the secretarial

personnel will receive payment on the regular pay dates during the school year. Employees shall have the option to have their pay direct deposited to First of America Bank accounts.

F. Salary Deductions

1. The Board agrees to make the following deductions for secretarial personnel upon authorization of said personnel:
 - a. Capital Area School Employees Credit Union.
 - b. Tax sheltered annuities as approved by the Board.
 - c. United Fund.
 - d. U.S. Government Savings Bonds.
 - e. Union dues or service fee.
 - f. Such other as may be mutually agreed upon.

G. Medical Examination

1. For the protection of pupils, the Board shall require each new secretarial personnel staff to file the result of a medical examination, performed by a physician authorized to practice medicine under the laws of the State of Michigan, in the office of the Superintendent as soon as possible prior to beginning her duties as a staff member. Commencement of and remuneration of duties will be withheld pending submission of the results of the examination. A time extension not to exceed sixty (60) days may be granted on the approval of the immediate supervisor in specific instances.
2. The cost of such medical examination shall be borne entirely by the Board.

H. In the event of the absence of the student to whom a designated special education paraprofessional is assigned, the Director of Special Education or his/her designee will assign the paraprofessional to perform alternate work at a location within the district to avoid loss of hours and wages.

I. An attempt will be made to hire a substitute for secretaries in situations where there are no other secretarial personnel in the same office area. If a secretary is going to be absent for more than two (2) consecutive days, the administrator may hire a substitute if the needs of the office warrant coverage.

J. If a substitute works in the same Bargaining Unit position for more than sixty (60) consecutive working days, the substitute shall be considered a part of the Bargaining Unit and covered by the provisions of this Agreement, until the return of the regular employee.

K. No secretarial personnel shall be required regularly to open and close the building.

L. Absence Procedures and Reserve Personnel

1. A list of reserve secretarial personnel will be maintained to the extent of available qualified personnel.
2. Secretarial personnel shall call and notify their immediate supervisor at least one (1) hour before secretarial personnel normally report to work.

M. Agreement Copies and Distribution

1. Copies of this Agreement shall be printed at the joint expense of the Union and the Board and presented to all secretarial personnel now employed or hereafter employed by the Board.
2. A copy of this Agreement plus the job description for said position shall be made available to personnel offered employment by the Board.

ARTICLE XX

SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

Section 1

If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law, or of Arbitration, the remainder of this Agreement shall be considered to continue in full force and effect.

Section 2

This Agreement shall supersede any rules, regulations, policies, or practices of the Board which shall be contrary to or inconsistent with the terms herein. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XXI

SMOKE-FREE ENVIRONMENT

Smoking shall not be permitted either on the school grounds or in school buildings.

ARTICLE XXII

TERMINATION AND MODIFICATION

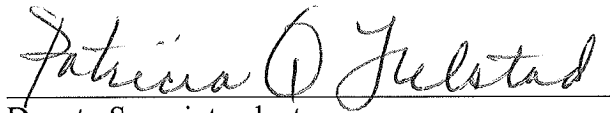
- A. This Agreement will be in full force commencing July 1, 2012 until June 30, 2013.
- B. If either party desires to terminate or modify this Agreement, it shall ninety (90) calendar days prior to the termination date give written notice of termination or modification. If neither party shall give notice of termination or modification, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to


year thereafter subject to notice of termination 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 - A, B, C, D, G, H, P, RA, S - AFL-CIO, 500 Hulet Drive, Bloomfield Township, MI, 48302, and if to the Board addressed to Okemos Public Schools, Board of Education Office, 4406 North Okemos, Okemos, Michigan 48864 or to any other address the parties may make available to each other.
- D. The effective date of this Agreement is based upon ratification by the parties.
- E. An Emergency Manager appointed by law may reject, modify or terminate this Agreement as provided by law.

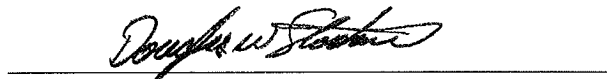
IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed:

FOR THE BOARD:
Okemos Public Schools


Deputy Superintendent


Superintendent

FOR THE UNION:
International Union of Operating Engineers
Local 324 – A, B, C, D, G, H,
P, RA, S – AFL-CIO


Douglas W. Stockwell
Business Manager


Scott Page
President


Thomas Scott,
Recording-Corresponding Secretary

**APPENDIX A
Job Classifications**

I	District Library Media and Technology Secretary Financial Secretary Community Education Payroll Secretary Registrar High School
II	Accounts Payable/Purchasing Secretary * Administrative Assistant to Principals Administrative Assistant to the Director of Special Education Secretary to Director of Food Service
III	Attendance Secretary HS LMC Specialists Registrar Community Education Secretary to Assistant Principals (MS/HS) Secretary to Athletic Director Secretary to Child Care Coordinator Secretary to Counselor Secretary to Director of Community Education Secretary to Special Projects Coordinator Secretary to Director of Transportation
IV	Clerk Administration Center Clerk Community Education Clerk Elementary Clerk Special Education Clerk to HS Registrar Copy Center Operator Paraprofessionals (Montessori/Begindergarten) Paraprofessionals (Special Education)

* Accounts Payable/Purchasing Secretary is a combined position. Management reserves the right to return to separate positions upon discussion with the union.

IT IS UNDERSTOOD THE BOARD IS NOT OBLIGATED TO FILL THE LISTED POSITIONS EVEN THOUGH LISTED ON THE SCHEDULE.

**APPENDIX B
Salary Schedule**

2012-2013 Salary Schedule

	I	II	III	IV
Starting (40 days)	\$16.09	\$15.33	\$14.21	\$12.63
1	\$16.49	\$15.73	\$14.54	\$13.02
1.5	\$16.74	\$15.96	\$14.77	\$13.25
2	\$16.98	\$16.19	\$15.00	\$13.47
2.5	\$17.23	\$16.42	\$15.22	\$13.70
3	\$17.48	\$16.64	\$15.43	\$13.92
3.5	\$17.72	\$16.89	\$15.68	\$14.18
4	\$17.96	\$17.13	\$15.92	\$14.44
4.5	\$18.13	\$17.32	\$16.20	\$14.70
5	\$18.29	\$17.50	\$16.47	\$14.96
5.5	\$18.81	\$17.98	\$16.83	\$15.35
6	\$19.46	\$18.58	\$17.31	\$15.86

Note: Step 5.5 is the average of the 2009-2010 step 5 and step 6

LONGEVITY

Longevity	2012-13
After 5 years through 10 years	\$807
After 10 years through 14 years	\$1,185
After 14 years through 17 years	\$1,413
After 17 years and above	\$2,172

Employees will receive a half step if they are currently (2011-2012) on Steps 1 through 5.5 of the salary schedule.

Current assumptions utilized for establishing the 2012-13 general fund budget include but are not limited to:

1. No increase in MPSERS rate *Note: anticipated rate = 2011-12 rate*
2. Blended enrollments – decrease by 50 FTE (400,950)
3. Best practice/student growth “incentive” - (46,920 net incremental based on receiving 60% of incentive, another 156,400 could be available)
4. Carry forward fund balance from 2011-12 (472,327)
5. Utilize \$493,166 of fund balance
6. No increase in foundation allowance (\$0)

If there is a “net” positive gain in the “actual” amounts associated with these revenue and expense items between the date of the budget adoption (June 25th) and October 31, 2012 after “replacing” **the \$493,166 draw** from the fund balance, the “excess” will be distributed proportionately among all employee groups in a one time off schedule amount. However, the one time off schedule distribution to the bargaining unit will not exceed an amount equal to **2%** of the 2011-12 wages (salary schedule only) of the bargaining unit. Each employee bargaining team can determine how to distribute the funds. Any amount greater than the **2%** “cap” will be maintained by the District. *Note: Should the district sell any property, the revenue generated will not be considered in this*

equation.

Those employees that work at least twenty (20) hours or less and thirty-six (36) weeks per year receive one-half (1/2) of the above longevity.

Those employees who work between twenty (20) hours and thirty (30) hours per week for thirty-six (36) weeks per year shall receive three-fourths (3/4) of the above payment and those who work over thirty (30) hours per week for thirty-six (36) weeks per year will receive full payment.

Longevity pay shall be paid in a lump sum to be paid the first unpaid Friday in December and shall be for the prior year from December 1 through November 30. Secretarial personnel who are on unpaid leave during the previous year, December 1 through November 30, will have their longevity pay prorated for that year only. Years of service must be completed before December 1 in any year to qualify for longevity pay.

For example, an employee whose first day of work with the Board is on December 1, 2000, would receive the first longevity pay in December 2005. If during that year, December 1, 2004 through November 30, 2005, the employee was on unpaid leave, then the longevity pay for that year would be prorated and paid in December 2005. The resulting prorated longevity pay is the number of paid workdays and holidays of that employee divided by the number of possible paid workdays and holidays for that employee times the full longevity amount. If an employee's first day of work is on December 2, 2000, the he/s/he would receive the first longevity payment in December 2006.

LETTER OF UNDERSTANDING

It is agreed between the Okemos Board of Education and IUOE Local 324 that in the event P.A. 112 of 1995 is declared unconstitutional by the Supreme Court or is legislatively amended to permit bargaining about subcontracting by public schools, then the Collective Bargaining Agreement between the Okemos Board of Education and IUOE Local 324 will be re-opened for negotiations limited to the topic of subcontracting.

This agreement entered into this 14th day of November, 2012 by

OKEMOS BOARD OF EDUCATION

By: Catherine J Ash
Catherine Ash
Superintendent

**IUOE LOCAL 324 AFL-CIO
Clerical Technical Unit**

By: Jeff McCarthy
Jeff McCarthy
Business Representative

*Changed date and Local Designation only.

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into on the date(s) set forth below by and between the Okemos Public Schools Board of Education ("Board") and the International Union of Operating Engineers Local 324 – A, B, C, D, G, H, P, RA, S – AFL-CIO ("Union").

Recitals

WHEREAS, the Public Employment Relations Act (PERA), as amended by 2012 PA 53, prohibits school districts from assisting Unions in collecting dues and fees; and

WHEREAS, in *Baily, et al v Callaghan*, the court issued an order restraining enforcement of 2012 PA 53; and

WHEREAS, Board and Union enter into this Letter of Understanding to memorialize the agreement that they have reached to address 2012 PA 53 and the aforementioned court order.

NOW, THEREFORE, BOARD AND UNION AGREE AS FOLLOWS:

1. The provisions of the Collective Bargaining Agreement (CBA) between Board and Union pertaining to agency shop and deduction of union dues and service fees will not be deleted from the CBA and will be followed and enforced as long as there is a court order prohibiting enforcement of 2012 PA 53.

2. The provisions of the CBA between Board and Union pertaining to agency shop and deduction of union dues and service fees will not be enforced and followed in the event the aforementioned court order is vacated or it is judicially determined that 2012 PA 53 is constitutional.

**OKEMOS PUBLIC SCHOOLS
BOARD OF EDUCATION**

Dated: 11/14, 2012

By: *Cathy J. Ash*
Its Superintendent

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

Dated: _____, 2012

By: *[Signature]*
Its Business Representative

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into on the date(s) set forth below by and between the Okemos Public Schools Board of Education ("Board") and the International Union of Operating Engineers Local 324 – A, B, C, D, G, H, P, RA, S – AFL-CIO.

Recitals

WHEREAS, certain positions in the bargaining unit represented by Union will be restructured; and

WHEREAS, a member of the bargaining unit represented by Union, Janet Lee, will be reassigned in connection with restructuring; and

WHEREAS, Board and Union desire to enter into this Letter of Understanding to memorialize the agreement they have reached regarding the restructuring and reassignment of Janet Lee.

NOW, THEREFORE, BOARD AND UNION AGREE AS FOLLOWS:

1. Effective July 1, 2012, the Account Payable position will be reduced to 50%.
2. Janet Lee will be reassigned from her current position (50% Financial Secretary to Community Education and 50% Registrar within Community Education) to a new position (50% Financial Secretary to Community Education and 50% Accounts Payable Secretary).
3. Although the Financial Secretary to Community Education is a Level I position and the new Accounts Payable Secretary is a Level II position, Janet Lee will be paid at Level I for her new assignment.
4. This Letter of Understanding shall not establish a precedent and shall not constitute an amendment of the provisions of the Collective Bargaining Agreement between Board and Union.

**OKEMOS PUBLIC SCHOOLS
BOARD OF EDUCATION**

Dated: 11/14, 2012

By: Cath J. AL

Its Superintendent

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

Dated: _____, 2012

By: [Signature]

Its Business Representative