

MASTER AGREEMENT

BETWEEN

*JEFFERSON SCHOOLS, MONROE COUNTY, MICHIGAN*

AND

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

*PLAYGROUND AIDES  
BARGAINING UNIT*

July 1, 2009 – June 30, 2011

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1 **Article 1**

2 **Purpose**

3 It is the purpose of this Agreement to promote and insure harmonious relations,  
4 cooperation and understanding between the Board and the employees covered hereby, to insure true  
5 collective bargaining and to establish standards of wages, hours, working conditions and other  
6 conditions of employment.

7  
8 **Article 2**

9 **Union Recognition, Agency Shop, Check Off**

10 **Section 1. Union Recognition**

- 11 (a) The Board hereby recognizes the Union as the sole and exclusive bargaining agent of the  
12 employees covered by this Agreement for the purpose of collective bargaining with respect to  
13 rates of pay, wages, hours of employment, working conditions and other conditions of  
14 employment.
- 15 (b) The term "employee" as used herein shall include all Playground Aide Employees, excluding  
16 supervisors as defined in the Act, and all other employees of the Board.

17 **Section 2. Agency Shop**

- 18 (a) All employees employed in the bargaining unit or who become employees in the bargaining  
19 unit, who are not already members of the Union, shall within thirty (30) working days of the  
20 effective date of this Agreement, or within ninety (90) working days of their date of hire by the  
21 Board, whichever is later, become members or in the alternative, shall within ninety (90)  
22 working days of their date of hire by the Board as a condition of employment, pay to the  
23 Union a service charge in an amount equal to the regular monthly dues uniformly required of  
24 employees of the Board who are members.
- 25 (b) An employee who shall tender or authorize the deduction of membership dues or service fees  
26 uniformly required as a condition of acquiring or obtaining membership in the Union shall be  
27 deemed to meet the conditions of this Article so long as the employee is not more than sixty  
28 (60) working days in arrears of payment of such dues (or fees).
- 29 (c) Employees who fail to comply with the conditions of this Article shall be discharged by the  
30 Board within thirty (30) working days after receipt of written notice of such default is delivered  
31 to the Board by the Union.



- 1 (d) If any provision of this Article is deemed invalid under Federal or State Law, said provision  
2 shall be modified to comply with the requirements of said Federal or State Law.
- 3 (e) The Union agrees that it will make membership in the Union available to all employees  
4 covered by this Agreement on the same terms and conditions as are generally applicable to  
5 other members of the Union.
- 6 (f) In the event that the Union refuses to accept any person so hired as a member, said person  
7 may continue in employment by paying the regular monthly services fees.
- 8 (g) The Union shall indemnify and save the Board harmless against any and all claims, demands,  
9 suits or other forms of liability that shall arise out or by reason of action taken by the Board in  
10 reliance upon claims made by the Union that an employee must be discharged because the  
11 employee has not complied with this Article.

12

13 **Section 3. Check-Off**

- 14 (a) The Board shall deduct the initiation fee and Union dues or service fees from each employee's  
15 pay and transmit the total deductions to the Financial Secretary of the Union on or before the  
16 fifteenth (15th) day of each month, following that month in which said deductions were made,  
17 together with a listing of each employee, the employee's identification number, and the  
18 amount that is deducted each month. Provided, however, that the Union shall have submitted  
19 to the Board an authorization card signed by the employee from whose pay said deductions  
20 are to be made.
- 21 (b) Such monies, as and when deducted, shall be kept separate from the Board's general funds,  
22 shall be deemed trust funds and shall be forwarded to the Union forthwith.

23

24 **Article 3**

25 **Non-Discrimination**

26 The Board and the Union both recognize their responsibilities under Federal, State and  
27 Local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this  
28 Agreement the commitment not to discriminate against any person or persons because of race,  
29 creed, color, religion, gender, age, weight, height, national origin, or disability.

1 **Article 4**

2 **Visitation**

3 Upon request by the Union, and the presentation of proper credentials, officers or  
4 accredited representatives of the Union shall, upon approval by the Board, be admitted onto the  
5 Board's premises during working hours for the purpose of ascertaining whether or not this  
6 Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided,  
7 that said visitation shall not disrupt orderly operations.  
8  
9

10 **Article 5**

11 **Stewards**

- 12 (a) The employees will be represented by a Chief and an Alternate Steward, who shall be chosen  
13 or selected in a manner determined by the employees and the Union, and whose names shall  
14 be furnished in writing by the Union to the Board.
- 15 (b) Reasonable arrangements will be made to allow the Chief and/or Alternate Steward time off  
16 with pay for the purpose of investigating and receiving grievances, and to attend grievance and  
17 negotiating meetings, upon arrangements being made with their immediate supervisor.
- 18 (c) The Board shall supply the Chief Steward the following information within a newly hired  
19 employee's first (1st) week of employment: name, date of hire, address, identification,  
20 classification and job location.  
21

22 **Article 6**

23 **Management Rights**

- 24 (a) The Board shall have the right to exercise the normal functions of management including the  
25 right to hire, promote, transfer, or to suspend, discharge or demote employees for just cause,  
26 subject, however, to the employee's right to bring a grievance if any provision of this  
27 Agreement is violated by the exercise of such management function.
- 28 (b) All rights, powers and interests which have not been expressly granted to the Union by the  
29 provisions of this Agreement are reserved to the Board.  
30  
31  
32

1 Article 7

2 Safety Practices

3 The Board will take reasonable measures in order to prevent and eliminate any present or  
4 potential job hazards which the employees may encounter at their places of work in accordance with  
5 the provisions of the Michigan Occupational Safety and Health Act, State and Local regulations.

6  
7 Article 8

8 Jurisdiction

9 Persons not covered by the terms of this Agreement shall not perform work covered by this  
10 Agreement, except in the case of emergency, nor shall such non-bargaining unit persons be used for  
11 the purpose of affecting the present work status, nor shall the usage of such non-bargaining unit  
12 persons cause a reduction in the employee's present working hours. Certified non-bargaining unit  
13 employees may perform bargaining unit work as specified in this Article.

14  
15 Article 9

16 Contractual Work

17 The right of contracting or subcontracting is vested in the Board. The right to contract or  
18 subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against  
19 any of its members, nor shall the use of contracting or subcontracting result in the reduction of the  
20 present work force as is now in effect, nor in the event of the extension of service shall contracting  
21 or subcontracting be used to avoid the performance of work covered under this Agreement.

22  
23 Article 10

24 Seniority

25 (a) A newly hired employee shall be on probationary status for ninety (90) working days, taken  
26 from and including the first day of employment. If at any time prior to the completion of the  
27 ninety (90) working days probationary period the employee's work performance is  
28 unsatisfactory, the employee may be dismissed by the Board during this period without appeal  
29 by the Union. Probationary employees who are absent on scheduled work days, or who serve  
30 their probationary period during a time in which their job is not operative, shall work  
31 additional days equal to the number of days absent, or equal to the number of days that their

1 job was not operative, and such employees shall not have completed their probationary period  
2 until these additional days have been worked.

3 (b) Upon satisfactory completion of the probationary period, the employee's seniority date shall  
4 be retroactive to the employee's date of unit hire. Seniority shall be determined by the  
5 employee's continuous service with the Board, subject to the provisions stated in this Article.

6 (c) In the event that the Board determines that it is necessary to reduce the number of employees  
7 through the lay-off procedure, the Board will furnish the affected employee or employees a  
8 minimum of two (2) weeks written notice prior to the date that the scheduled lay-off or lay-  
9 offs are to become effective. Employees shall be laid-off and recalled according to their  
10 seniority in their classification. An employee on scheduled lay-off shall have the right to  
11 exercise his/her seniority and displace a lesser seniority employee in a lower series  
12 classification, provided the senior employee is qualified to hold the position held by the lesser  
13 seniority employee.

14 Employees in the unit may be on layoff status for a period not to exceed two (2) consecutive  
15 years, **or the length of seniority, whichever is less.** After that time,  
16 employment with Jefferson Schools will be terminated.

17 (d) An employee will lose his/her seniority for the following reasons:

- 18 1. The employee resigns.
- 19 2. The employee is discharged for cause.
- 20 3. The employee retires.
- 21 4. The employee transfers to a different unit.

22 (e) Seniority shall be retained for an employee who transfers to a supervisory position, with that  
23 employee having the right to exercise the seniority that he/she had accumulated while a  
24 member of the bargaining unit, in the event that such employee vacates his/her supervisory  
25 position and returns to the bargaining unit.

26 (f) An updated seniority list shall be furnished to each employee covered by this Agreement, and  
27 a copy sent to the Union, on or about October 1st of each year. Such list shall contain each  
28 employee's name, date of hire, classification seniority, job location and classification. The  
29 employee may challenge the list within sixty (60) calendar days of the publication. Following  
30 the sixty (60) calendar days time period the list is then permanent. Seniority in classification  
31 shall be as of the date of entry into the classification. In the event of two or more employees

1 are hired on the same day, the last four (4) digits of their social security number, ranked  
2 highest to lowest, will be the determinant of most senior on the seniority list.

3  
4 **Article 11**

5 **Vacancies and Newly Created Positions**

6 **Section 1. Vacancies**

7 (a) Notice of all vacancies and newly created positions shall be posted on employee bulletin  
8 boards within one (1) pay period from the date of the vacancy, or the establishment of the  
9 new position, and the employees shall be given five (5) working days time in which to make  
10 application to fill the vacancy or new position. The senior employee making application shall  
11 be transferred to fill the vacancy or new position, provided, the employee has the necessary  
12 qualifications to perform the duties of the job involved.

13 (b) Vacancies or newly created positions are to be posted in the following manner:

- 14 1. The type of work.
- 15 2. The classification.
- 16 3. The place of work.
- 17 4. The starting date.
- 18 5. The rate of pay.
- 19 6. The hours to be worked.

20 (c) All playground aide positions are subject to the seniority rule.

21  
22 **Section 2. Probationary Period - Vacancies and Newly Created Positions**

23 A transferred or promoted employee shall serve a probationary period of ninety (90)  
24 working days. During this ninety (90) working days probationary period, the employee may request  
25 to be returned to his/her former position, and the Board shall honor such request, or in the event  
26 that the employee's work performance is unsatisfactory to the Board, the Board shall have the right  
27 to return the employee to his/her former position at any time during the ninety (90) working days  
28 probationary period in the event that the Board so desires. In the event that the Board returns the  
29 employee to his/her former position, the Board shall furnish the affected employee the written  
30 reason or reasons as to why his/her work performance was unsatisfactory. During the time period  
31 that the employee is serving the ninety (90) working days probationary period, the Board may fill any

1 subsequent vacancies with a substitute employee, upon the Board making the vacated position  
2 available as specified under Section 3, Temporary Vacancies of this Article.

3 **Section 3. Temporary Vacancies**

4 In the event of a temporary vacancy for a specified period of time, the Board shall have the  
5 right to hire a temporary employee during the duration of the vacancy, provided that the Board  
6 offers the position to the existing employees within the bargaining unit who are working fewer  
7 hours within that same classification, if qualified. In the event that any employees within the  
8 bargaining unit who are working fewer hours in the bargaining unit, accept the temporary vacancy  
9 or vacancies, or after the temporary vacancy has been offered to the employees within the  
10 bargaining unit who are working fewer hours within that same classification who are qualified, and  
11 such employees refuse such temporary vacancy or vacancies, the Board then may hire a temporary  
12 employee to fill such vacancy. Temporary vacancies are deemed to be temporary as long as the  
13 regular employee is off the job, but is due or scheduled to report back to his/her regular work  
14 assignment. In the event the regular employee does not return to his/her position from his/her  
15 absence, then as of the date that the determination is made that the employee will not be returning  
16 to his/her former position, the position will then be considered to be vacant and will be filled as  
17 specified under the terms of this Article.

18 **Section 4. Temporary Transfers**

19 (a) Any employee temporarily transferred from his/her classification to another classification  
20 within the bargaining unit shall be paid either the rate of the position from which the  
21 employee is transferred or the rate of the position to which the employee is transferred,  
22 whichever is higher.

23 (b) Temporary transfers shall be for a period of no longer than ninety (90) working days, except in  
24 the event that both parties mutually agree to an extension of the ninety (90) working days  
25 probationary period. In the event that it is not mutually agreeable to extend the temporary  
26 transfer beyond the ninety (90) working days, the position shall then be considered to be  
27 vacant, and shall be posted for bidding from interested employees.

28  
29 **Article 12**

30 **New Jobs**

31 (a) The Board shall notify the Union, in writing, when new or revised job duties are required  
32 during the term of this Agreement. In the event that they cannot be properly placed into an

1 existing classification by mutual agreement between the parties, the Board shall place into  
2 effect a new classification and a rate of pay for the job in question and the Board shall  
3 designate the classification and pay rate as temporary. The Board shall notify the Union, in  
4 writing, of any such temporary job which has been placed into effect upon the institution of  
5 such job.

- 6 (b) The new classification and rate of pay shall be considered as temporary for a period of ninety  
7 (90) working days, following the date of written notification to the Union. During this ninety  
8 (90) working days period, but not thereafter during the life of this Agreement, the Union may  
9 request, in writing, that the Board negotiate the classification and rate of pay. The negotiated  
10 rate, if higher than the temporary rate, shall be applied to the date the employee first began  
11 working in the temporary classification, except as otherwise mutually agreed. In a case where  
12 the parties are unable to agree on the classification and/or rate of pay, the issue may be  
13 submitted to arbitration. When a new classification has been assigned a permanent rate of pay,  
14 either as a result of the Union not requesting negotiations for the temporary classification  
15 during the specified period of time, or as a result of final negotiations between the parties, or  
16 upon resolving the matter through arbitration, the new classification shall be added to and  
17 become a part of Schedule A of this Agreement.

### 18 Article 13

#### 19 Discipline Discharge

- 20
- 21 (a) Dismissal, suspension and/or any other disciplinary action shall be only for just and stated  
22 causes, which shall be furnished to the employee in writing, a copy to the Chief Steward and a  
23 copy to the Union. The employee shall have the right to defend himself/herself against any  
24 and all charges. When the Board feels disciplinary action is warranted, such action must be  
25 initiated within five (5) working days of the occurrence of the condition giving rise to the  
26 action, or within five (5) working days of the date that it is reasonable to assume that the  
27 Board first became fully aware of the conditions giving rise to the discipline. Causes which  
28 shall be deemed sufficient for dismissal, suspension and/or other disciplinary action, shall  
29 include, but shall not be limited to the following: drunkenness, dishonesty, insubordination,  
30 moral turpitude, sexual harassment, or willful violation of the agreed upon Board's rule.
- 31 (b) An employee may be dismissed, suspended or disciplined pending investigation, and if the  
32 dismissal, suspension, or disciplinary action is found to be without justification, the employee

1 shall be reinstated with full back pay, full seniority rights and all fringe benefits that the  
2 employee would have earned during the dismissal or suspension period. If the dismissal is  
3 sustained, or the suspended employee is not reinstated through the grievance procedure, the  
4 employee shall be deemed dismissed as of the date such action was taken.

- 5 (c) The Union, with specific written consent of the employee, may have the right to review the  
6 contents of the personnel file of any employee within the bargaining unit, upon making the  
7 request to the Board's designated representative. An employee, upon making request, may  
8 have the right to review the contents of his/her own personnel file maintained by the Board.  
9 Such review of personnel files must be done in the Board's offices under the supervision of a  
10 person designated by the Board.

## 11 **Article 14**

### 12 **Leave of Absence**

- 14 (a) An employee, who because of illness or accident which is non-compensable under the  
15 Worker's Compensation Law, is physically unable to report to work, and has exhausted all  
16 means of compensation from the Board, shall be granted a leave of absence for up to one (1)  
17 year, which may be extended upon approval by the Board, provided the employee notifies the  
18 Board of the necessity thereof, and provided further that the employee supplies the Board with  
19 a written statement from his/her medical or osteopathic doctor of the necessity, length of time  
20 and for the continuation of such leave when the same is requested by the Board. The Board  
21 may require the employee to submit to a physical examination by a Board approved physician.
- 22 (b) Leaves of absence may be granted to employees covered by this Agreement for the purpose of  
23 personal need, provided that the employee supplies the Board with a written request for such a  
24 leave by not later than two (2) weeks prior to the date that the employee desires to take such  
25 leave. The leave will be for a maximum of one (1) year and may be extended an additional  
26 year by the Board.
- 27 (c) Leaves of absence shall be granted for physical or mental illness, prolonged serious illness in  
28 the employee's immediate family, which includes husband, wife, children or parents of the  
29 employee. The leave will be for a maximum of one (1) year and may be extended an  
30 additional year by the Board.
- 31 (d) Leaves of absence may be granted for a specified period of time for training related to an  
32 employee's duties in an approved educational institution.



- 1 (e) The reinstatement rights of any employee who enters the military services of the United States  
2 by reason of an Act or Law enacted by the Congress of the United States, or who may  
3 voluntarily enlist during the effective period of such law, shall be determined in accordance  
4 with the provisions of the law granting such rights.
- 5 (f) Leaves of absence will be granted to employees who are active in the National Guard or a  
6 branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training  
7 obligations, or in the event that the employees are ordered to active duty for the purpose of  
8 handling civil disorders or other emergencies, provided such employees make written request  
9 for such leave of absence immediately upon receiving their orders to report for such duty.
- 10 (g) Any employee in the bargaining unit who is either elected or appointed to full-time office or  
11 position in the Union whose duties require his/her absence from work, shall be granted a  
12 leave of absence for up to one (1) year.
- 13 (h) All requests for leaves of absence shall be in writing, stating the reason for the request and the  
14 approximate length of leave requested, with a copy of the request to be maintained by the  
15 Board, a copy furnished to the employee, and a copy sent to the Union.
- 16 (i) An employee who meets all of the requirements as herein before specified shall be granted  
17 a leave of absence without pay, and shall accumulate seniority during his/her leave of  
18 absence, and the employee shall be entitled to resume his/her regular seniority status, all job  
19 and recall rights. Leaves of absence may be granted at the discretion of the Board for  
20 reasons other than those listed above, when they are deemed beneficial to the employee  
21 and/or the Board. The leave will be for a maximum of one (1) year and may be extended an  
22 additional year by the Board.

23 **Article 15**

24 **Grievance Procedure**

25 **Definitions:**

- 26 (a) A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the  
27 express terms of this Agreement.
- 28 (b) For the purpose of processing grievances, working days shall be defined as Monday through  
29 Friday, on any day in which the employee is scheduled to work, excluding all paid holidays.
- 30 (c) The time elements in the steps may be shortened, extended or waived upon written mutual  
31 agreement between the parties.

- 1 (d) A grievance concerning alleged safety hazards may be processed directly to Step Three (3) of  
2 the grievance procedure, upon the employee having orally discussed the grievance with  
3 his/her immediate supervisor.
- 4 (e) Any employee or Union grievance which is not presented for disposition through the  
5 grievance procedure within five (5) working days of the date that it is reasonable to assume  
6 that the employee or the Union, as the case may be, first became fully aware of the conditions  
7 giving rise to the grievance, unless the circumstances made it impossible for the employee or  
8 the Union, as the case may be, to know prior to that date that there were grounds for such a  
9 claim, the grievance shall not hereafter be considered a grievance under this Agreement.
- 10 (f) The failure of the Board, at any step level of the grievance procedure, to communicate the  
11 decision on the grievance in writing to the Union within the prescribed time limits set forth in  
12 that step level of the grievance procedure, shall permit the Union to file an appeal of the  
13 grievance at the next higher step of the grievance procedure, but shall not be deemed to be an  
14 admission as to the substantive merit of said grievance. The time for filing such an appeal  
15 shall be measured from the date on which the response to the grievance was due.

16

17 **PROCEDURE:**

18 **Step 1:**

- 19 (a) Any employee having a grievance shall discuss the grievance with his/her immediate  
20 supervisor and then if the grievance is not settled orally with his/her immediate supervisor, the  
21 employee may request a meeting with the Chief Steward to discuss the grievance.
- 22 (b) The Chief Steward then may submit the grievance in writing to the immediate supervisor,  
23 stating the remedy or correction requested, plus the facts upon which the grievance is based  
24 and the alleged contract violation and the relief requested. The employee and the Chief  
25 Steward shall sign the grievance.

26 **Step 2:**

- 27 (a) The Chief Steward and the grievant or grievants shall meet with the immediate supervisor to  
28 discuss the grievance within five (5) working days of its written submission to the immediate  
29 supervisor.
- 30 (b) The immediate supervisor shall give his/her decision in writing relative to the grievance within  
31 five (5) working days of his/her meeting with the Chief Steward and the grievant or grievants.

32

1 **Step 3:**

2 (a) Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to  
3 the Assistant Superintendent of Schools, by the Union, within five (5) working days from the  
4 date of written receipt of the answer given by the immediate supervisor and the Assistant  
5 Superintendent of Schools shall meet with a Business Representative of the Union at a time  
6 mutually agreeable to them.

7 (b) The Assistant Superintendent of Schools shall give his/her decision in writing relative to the  
8 grievance within five (5) working days of the date of the meeting with the Business  
9 Representative of the Union.

10 **Step 4:**

11 (a) Any appeal of a decision rendered by the Assistant Superintendent of Schools shall be  
12 presented in writing to the Superintendent of Schools by the Union within five (5) working  
13 days from the date of receipt of the answer given by the Assistant Superintendent of Schools  
14 and the Superintendent of Schools shall meet with a Business Representative of the Union at a  
15 time mutually agreeable to them.

16 (b) The Superintendent of Schools shall give his/her decision in writing relative to the grievance  
17 within five (5) working days of the date of the meeting with the Business Representative of the  
18 Union.

19 **Step 5:**

20 (a) In the event that the appealing party is not satisfied with the disposition of the grievance by  
21 the Superintendent of Schools, then within five (5) working days from the date of receipt of  
22 the answer given by the Superintendent of Schools, the grievance may be appealed to the  
23 Board of Education, and the Board of Education or the committee of the Board of Education  
24 shall meet with the Business Representative of the Union at a mutually agreed upon time.

25 (b) The Board of Education shall give its decision in writing relative to the grievance within ten  
26 (10) working days of the date of the meeting at which a decision is reached by the Board.

27 **Step 6: Arbitration**

28 (a) In the event that the appealing party is not satisfied with the disposition of the grievance by  
29 the Board of Education, then within fifteen (15) calendar days from the date of receipt of the  
30 answer given by the Board of Education, the grievance may be submitted to arbitration.  
31 Written notice of the intent to process the grievance to arbitration shall be served on the

1 Superintendent of Schools within the specified time limits as required within the procedure to  
2 process the grievance to arbitration.

3 (b) The appealing party shall request the Federal Mediation and Conciliation Services to submit a  
4 listing of seven (7) persons to both parties. The Representatives of the Board and the Union  
5 shall return the listing of the seven (7) potential arbitrators to the designated mailing address of  
6 the Federal Mediation and Conciliation Services within the specified time period, as is  
7 furnished to the parties by the Federal Mediation and Conciliation Services. Each party, upon  
8 returning their listing of the potential arbitrators to the Federal Mediation and Conciliation  
9 Services, shall indicate as to their preference of the arbitrator, by the number of said arbitrators  
10 one (1) through seven (7). The Federal Mediation and Conciliation Services, upon receipt of  
11 the returned lists by the parties, shall assign the arbitrator based upon the highest preference  
12 given by both parties on said list. That person shall be accepted by both parties as the  
13 Arbitrator.

14 (c) In the event that neither party returns the listing of said arbitrators to the Federal Mediation  
15 and Conciliation Services within the specified time period, the Federal Mediation and  
16 Conciliation Services shall assign one (1) of the persons from the submitted list as the  
17 arbitrator, or in the event that only one (1) of the parties returns their listing within the  
18 specified time period, the Federal Mediation and Conciliation Services shall assign the  
19 arbitrator from the listing based upon the highest preference of the party that did return their  
20 listing within the specified time period. In either of these instances, both of the parties shall  
21 accept that person as the Arbitrator.

22 (d) The Arbitrator, the Union or the Board may call any person as a witness in any arbitration  
23 hearing.

24 (e) Each party shall be responsible for the expenses of the witnesses that they may call.

25 (f) The Arbitrator shall not have the jurisdiction to subtract from, or modify any of the terms of  
26 this Agreement, or any written amendments hereof, or to specify the terms of a new  
27 agreement or to substitute his/her discretion for that of the parties hereto.

28 (g) The fees, expenses and filing fees of the Arbitrator shall be shared equally between the parties.

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

31 (i) The decision of the Arbitrator shall be final, conclusive and binding upon all Employees, the  
32 Board and the Union.

1 **Article 16**

2 **Hours and Work Week**

3  
4 **Section 1. Work Week and Day**

- 5 (a) The regularly scheduled workweek shall consist of forty (40) hours, beginning at 12:01 a.m.  
6 Monday and ending 120 hours thereafter.
- 7 (b) The normal work day shall be eight (8) consecutive hours.

8  
9 **Section 2. Overtime Rates Will Be Paid As Follows:**

- 10 (a) All time worked in excess of forty (40) hours in one (1) work week, will be paid the overtime  
11 premium of time and one-half (1.5 x hourly rate of pay).
- 12 (b) Time and one-half (1.5 x hourly rate of pay) will be paid for all hours worked on Saturday.
- 13 (c) Double time (2 x hourly rate of pay) will be paid for all hours worked on Sunday.
- 14 (d) No employee will be required to take time off from their normal work schedule during the  
15 week in order to avoid the payment of overtime or additional hours. The Board has the right  
16 to assign other related duties during the time the employee is being paid but not performing  
17 recess duty.

18 **Section 3. Distribution of Overtime**

19 Overtime shall be divided and rotated as equally as possible according to seniority within the  
20 building or department, whichever is applicable, and among those employees within that  
21 classification who regularly perform such work.

22 **Section 4. Rest Periods**

23 Each employee covered by this Agreement shall receive one (1) fifteen (15) minute paid rest  
24 period during each four (4) hours worked per day.

25 **Section 5. Call In Pay**

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

30 **Section 6. Reporting Pay**

31 Any employee called to work or permitted to come to work without being notified by the  
32 Board that there will be no work, shall receive three (3) hours pay at the appropriate rate of pay, or

1 in the event that the employee is regularly scheduled to work less than three (3) hours per day, that  
2 employee shall receive his/her daily rate of pay in the event no pay would be earned that day.

3  
4 **Section 7. Substitute Assignment**

5 In the event a regular building employee is absent from work due to illness or for other  
6 reasons, and other bargaining unit building employees are available, they shall be assigned the  
7 additional hours of work at their regular rate of pay prior to any substitute persons being called.

8  
9 **Article 17**

10 **Sick Leave and Funeral Leave**

11 **Section 1.**

12 For those employees who are asked to work in the breakfast program, the breakfast program  
13 will be considered a part of his/her workday. Thus, if the employee is absent for reasons delineated  
14 in this article, the employee shall receive reimbursement for both the breakfast program and the  
15 regular assignment. It is expressly understood that an employee may not be present for one  
16 assignment, and absent from the other. For example, an employee who is absent from the  
17 breakfast program, must also be absent from the regular assignment.

18 **Section 2. Sick Leave**

- 19 (a) Each employee covered by this Agreement shall accumulate one (1) sick leave day per month  
20 beginning in September through June in an individual sick leave bank with a maximum  
21 accumulation of sixty-five (65) days. The employee must work at least one (1) days of the  
22 month before receiving credit for the one (1) sick day allowed for that month. Sick day credit  
23 shall be computed on an hourly basis.
- 24 (b) Sick leave shall be granted to an employee when he/she is incapacitated from the performance  
25 of his/her duties by sickness, injury or for emergency medical treatment. Sick leave shall also  
26 be granted to each employee covered by this Agreement when a member of the employee's  
27 immediate family requires the care and attendance of the employee due to injury or illness.
- 28 (c) Employees who are unable to perform their duties because of illness or disability should notify  
29 their immediate supervisor of that fact before the start of the workday. In the event that an  
30 illness or disability extends beyond the first (1st) workday, the employee's immediate  
31 supervisor may make arrangements as to the frequency of continued notification by the  
32 employee of the illness or disability.

1 (d) Records of sick leave accumulated and taken shall be furnished to each employee covered by  
2 this Agreement on or about October 1st of each year.

3 (e) As an option to accumulating unused sick days to a maximum accumulation of sixty five (65)  
4 days, members may request to be paid for up to ten (10) accumulated sick days annually at  
5 one-half (50%) of their current compensation rate. Payment for annual accumulated sick leave  
6 must be requested by the employee in writing prior to December 1<sup>st</sup>. following the work year  
7 within which the sick days were accumulated.

### 8 **Section 3. Funeral Leave**

9 All employees covered by this Agreement shall be granted funeral leave, with earned  
10 compensation for days the employee was scheduled to work, deductible from the employee's earned  
11 allowable sick leave. The days must be consecutive with and include the day of the funeral. Funeral  
12 leave with earned compensation shall be granted as follows:

- 13 1. A maximum of five (5) consecutive days in the event of the death of the employee's  
14 spouse, children, step-children, mother, father, step-mother, step-father, brother, or  
15 sister.
- 16 2. A maximum of three (3) consecutive days in the event of the death of the employee's  
17 mother-in-law, father-in-law, grandparents, or grandchildren.
- 18 3. One (1) day in the event of the death of the employee's aunt, uncle, sister-in-law, or  
19 brother-in-law.

20 Additional time, when required, to a maximum of five (5) days, shall be granted and such  
21 additional time shall be charged to the employee's earned allowable sick leave.

22 In the event of the death of an employee of the Board, funeral leave shall be restricted to a  
23 representative number of employees within each building, to attend the funeral, with that number to  
24 be mutually agreed upon between the Superintendent of Schools and the Chief Steward.

### 25 **Section 4. Personal Business Leave**

26 1. The parties agree there may be personal conditions or circumstances which may require  
27 employee absenteeism for reasons other than heretofore mentioned. The Board agrees that  
28 such leave, which is not to be deducted from sick leave, may be used under the following  
29 conditions.

- 30 a. Days Granted. All employees are granted two (2) leave days per year for personal  
31 business. Unused personal business days do not accumulate, but are paid at the  
32 employees' full per diem rate by June 30<sup>th</sup> each year.



- b. Leave Condition. This leave shall be used only in situations of urgency for the purpose of conducting personal business which cannot normally be transacted on the weekend, after school hours, or during vacation periods. Personal business days may be taken for the following reasons: Medical, Legal, Educational, Financial, or Domestic. Reasons for the use of such personal days will be stated in writing when two (2) personal days are taken consecutively.
  - c. Request Procedure. Employees desiring to use such a leave will submit their requests at least three (3) days in advance of the anticipated absence except in the cases of emergency; in such case, the employee shall apply as soon as possible. This request must be filed with the principal.
  - d. Exclusions. Such leave shall not be used for non-essential affairs such as: working at a part-time job, or working for themselves in a commercial enterprise, for hunting, for fishing, for shopping, or other forms of recreation. Such days of absence shall not occur immediately preceding or following a vacation period or holiday if avoidable.
  - e. Authorization. The request shall be signed by the Superintendent or authorized agent and returned to the employee requesting the leave at least one (1) day prior to the requested date. Approval or rejection will be so indicated on the form.
- 2. Additional Leave. The Superintendent may grant two (2) additional days chargeable to sick leave if an emergency exists. All requests shall be channeled through the Building Principal.
  - 3. Violation, Consequences, and Penalties. An employee violating the provisions of this article shall be subject to a deduction of salary for days improperly used, and may be subject to disciplinary action.

**Section 5. Family Medical Leave Act (FMLA).**

- 1. The Family and Medical Leave Act of 1993 (FMLA) provides that an eligible employee shall be entitled to a total of twelve (12) work weeks of unpaid leave during any 12-month period for one or more of the following:
  - a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
  - b. Because of the placement of a son or daughter with the employee for adoption or foster care.
  - c. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.



1 d. Because of a serious health condition that makes the employee unable to  
2 perform the functions of the position of such employee.

3 e. Other qualifying reasons, as specified under federal FMLA legislation.

4 2. For a serious health condition, an eligible employee may elect or the employer may require to  
5 substitute to substitute any of the accrued sick leave of the employee for leave. Paid leave  
6 time, where applicable, shall count toward FMLA.

7 3. Leaves of absence, up to a maximum of twelve work weeks as provided by FMLA, without  
8 pay, will be granted by the Board upon application for a serious health condition of the  
9 employee, of a spouse, son or daughter, or parent.

10 4. During this twelve work week absence, insurance-eligible employees will be entitled to Board  
11 paid insurance protection as if the employee was currently working. If the employee fails to  
12 return upon completion of the leave and the employee fails to return to work for a reason  
13 other than the continuation, reoccurrence, or onset of a serious health condition that entitles  
14 the employee to leave under subparagraphs (C) or (D) of Section 2612 (a)(1) of the FMLA –  
15 or other circumstances beyond the control of the employee, the employee shall reimburse the  
16 District health insurance premiums paid by the employer.

17 5. “Parent” means the biological parent or an individual who stood in *loco parentis* to an employee.  
18 The term “son or daughter” is defined as biological, adopted, or foster child, a stepchild, legal  
19 ward, or a child of a person standing in *loco parentis*.

20 6. “Serious health condition” means in injury, illness, impairment, or physical or mental  
21 condition that involves either inpatient care in a hospital, hospice, or residential medical care  
22 facility, or continuing treatment by a health care provider.

23 7. All provisions or procedures contained within Section 4 of this Article will conform to the  
24 statutory requirements provided under the federal FMLA.

25 8. Seniority shall accrue for up to 60 days during an FMLA leave of absence.

26 **Article 18**

27 **Insurance Protection**

28 **Section 1. Disability Insurance**

29 The Board shall pay the full premium for a Long-Term Disability insurance plan (66-2/3%,  
30 \$2,500 maximum) for each employee covered by this Agreement.

31 **Section 2. Life Insurance**

1 The Board shall pay the full premium for a \$10,000.00 term life insurance plan for each  
2 employee covered by this Agreement.

3 **Section 3. Premium Payments**

4 The Board shall maintain the payment of premiums for each employee covered by this  
5 Agreement for the full twelve (12) months of each year. However should an employee resign, the  
6 payment of the premiums will stop at the end of the month in which the resignation becomes  
7 effective. If an employee is on unpaid leave any part of the school year, the Board shall pay the  
8 premium payments through the month in which the leave began and the employee shall then  
9 assume the responsibility through the month in which he/she returns to work.

10  
11 **Article 19**

12 **Bulletin Boards**

13 (a) The Board shall provide a bulletin board within each of the buildings of the Employer in  
14 which there are employees covered by this Agreement who are employed within those  
15 buildings, with such bulletin boards to be used by the Union, and with such bulletin boards to  
16 be used for the following notices:

- 17 1. Recreational and social affairs of the Union.
- 18 2. Union meetings.
- 19 3. Union elections.
- 20 4. Reports of the Union.
- 21 5. Rulings or policies of the Local or International Union.

22 (b) Notices and announcements shall not contain anything political or controversial or anything  
23 reflecting upon the Board, any of its employees or any other labor organization among its  
24 employees, and no materials, notices or announcements which violate the provisions of this  
25 Article shall be posted. The posting of all such notices shall be done by the Union Officers,  
26 Representatives or the Chief or Alternate Steward.

27  
28 **Article 20**

29 **Inclement Weather Days**

30 Whenever the schools are closed due to severe weather or other emergencies, the employees  
31 covered by this Agreement shall not be required to report to work on all such days, and the

1 employees shall be paid their normal pay even though no work is performed by the employee. This  
2 will apply to the first two (2) closings only.

## 3 4 Article 21

### 5 Worker's Compensation

6 In the event that an employee suffers an injury or illness that is compensable under the  
7 Michigan Worker's Compensation Law, the employee will be entitled to use his/her sick leave in the  
8 same manner as if the injury or illness was not compensable under the Worker's Compensation;  
9 provided that said employee reimburses the Board the amount of wage continuation benefits the  
10 employee receives under Worker's Compensation for any day for which the employee receives sick  
11 pay from the Board. For any day that the employee receives sick pay from the Board and  
12 reimburses the Board for Worker's Compensation received, the employee's sick leave shall only be  
13 reduced by the portion of a day equal to the portion of the employee's gross pay actually paid by the  
14 Board.

## 15 Article 22

### 16 General

#### 17 **Section 1. Tax Sheltered Annuities**

18 The Board agrees to deduct the premiums for variable tax deferred annuities solely paid for  
19 by the employee and to remit such premiums to the Board and designated insurance company. The  
20 District shall have no liability arising from or relating to making such deductions.

#### 21 **Section 2. Parking**

22 Parking facilities shall be provided by the Board for all of the employees covered by this  
23 Agreement, with such parking facilities to be within the reasonable proximity of the employee's  
24 work station.

#### 25 **Section 3. Resignation**

- 26 (a) Any employee desiring to resign from his/her employment with the Board shall file a letter of  
27 resignation with the Board at least ten (10) working days prior to the effective date of such  
28 resignation.
- 29 (b) Any employee who resigns from his/her position with the Board in the manner herein  
30 described maintains his/her right to any earned allowable benefits which are provided for in  
31 this Agreement.

#### 32 **Section 4. Deductions**

1           The Board agrees to make available to all of the employees covered by this Agreement any  
2 payroll deduction services which are available through the Board such as Savings Bonds, Credit  
3 Union, etc.

4 **Section 5.     Continuing Education**

5           The Board agrees to pay the full tuition fee, plus any expenses incurred, for any employee  
6 the Board designates to attend a workshop, in-service training seminar, self-improvement course, or  
7 other job related professional growth activities of a nature specifically designated to provide on the  
8 job improvement.

9 **Section 6.     Physical Examination**

10          The Board agrees to pay the full cost of any physical examination required of the employee  
11 by the Board, with the Board to have the right to designate the physician.

12 **Section 7.     Mileage**

13          Employees who are required to use their own personal transportation for carrying out their  
14 job responsibilities for the Board shall be reimbursed for all such miles driven at the IRS established  
15 rate per mile.

16 **Section 8.     Pension**

17          The Board agrees to pay the legally specified contribution to the Michigan Public School  
18 Employees Retirement Fund on the gross wages for each employee covered by this Agreement.

19 **Section 9.     Emergency**

20          In the event of an emergency, the employees covered by this Agreement will be informed by  
21 the Administration as to the person to contact in such instance.

22 **Section 10.    Medication**

23          Employees may be requested to assist with administering medication, but only with proper  
24 training and instruction by a health care professional. Further, employees shall be advised of student  
25 medical needs or conditions only when it is a precondition for ensuring student health and safety,  
26 and when it is in full compliance with the Health Insurance Portability and Accountability Act of  
27 1996 (HIPAA)

28 **Section 11.    Legal Protection**

29          If any legal action is brought against an employee covered by this Agreement by reasons of  
30 any action related to the employee's employment, provided the employee is acting in good faith and  
31 within the scope of his/her employment, the Board will provide such legal counsel and all necessary

1 assistance, without cost to the employee, in the employee's defense to the limits set forth in the  
2 Board's insurance policies.

### 3 4 5 **Section 12. Travel Time**

6 Each employee covered by this Agreement shall be paid his/her base rate of pay for all time  
7 required in any travel time between buildings of the school system in the performance of the  
8 employee's work duties.

### 9 **Section 13. Work Hours**

10 The employees covered by this Agreement shall work a minimum of their posted position.  
11 For example; if it is a four (4) hour position the employee will be paid four (4) hours per day.  
12 Exceptions to the above shall be with the approval of the Union and Employer.

### 13 **Section 14. Early Dismissal**

14 Employees will receive their pay for actual hours worked. If their work day is shortened or  
15 cancelled they will receive a minimum of half (.5) their daily salary.

### 16 **Section 15. Clothing Allowance**

17 Employees covered by this Agreement shall receive an annual clothing allowance of one  
18 hundred dollars (\$100.00) payable in June of each year. To qualify, an employee shall work one  
19 hundred thirty-five (135) days during the year.

### 20 **Section 16. Holiday Pay**

21 Playground Aides will receive their regular pay for the following Holidays: Labor Day,  
22 (effective 2005 – 2006) Thanksgiving Day, Christmas Eve (effective 2005 – 2006), Christmas Day,  
23 New Year's Day, Good Friday, and Memorial Day provided they work the last scheduled day prior  
24 to the holiday or are on paid leave that day.

### 25 **Section 17. Inservice**

26 Employees shall attend a minimum of eight (8) hours of mandatory, inservice training  
27 annually. Employees are required to attend inservice training programs and shall be compensated at  
28 their base rate.

29 The timing and topic areas for inservice training will determined by the Administration, and  
30 may include, but are not limited to, health and safety training, student behavioral management,  
31 conflict resolution, and student bullying.

1 Separately, employees shall be required to complete mandatory on-line training modules  
2 each year. Completion of these modules, such as Bloodborne Pathogen training, is required as a  
3 condition of district employment, and is not compensable.

4 **Section 18. Weather Restriction**

5 Students shall remain indoors on days when the temperature is 10°F or below.

6 **Article 23**

7 **Benefits**

8 It is hereby agreed between the parties that in the event that an employee who is covered by  
9 this Agreement works less than the established hours in his/her classification, the employee shall be  
10 entitled to a pro-rata portion of all of the benefits as provided for under this Agreement, based upon  
11 the hours that the employee works for the Board.

12  
13 **Article 24**

14 **Jury Duty**

15 Employees required to appear for jury qualification or service shall receive their pay from  
16 the Board for such time lost as a result of such appearance or service, less any compensation  
17 received for such jury service. In the event that the employee is subpoenaed by the Board as a  
18 witness in any case connected with the employee's employment with the school district, provided  
19 that the employee is not testifying against the employer, he/she will be paid his/her full pay. All  
20 other subpoenaed employees will be paid for their lost time, less any compensation paid to the  
21 employee by the courts. If the employee is released early from jury duty, he/she shall contact  
22 his/her Building Administrator to determine whether the employee shall report to work.

23  
24 **Article 25**

25 **Classification and Compensation**

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

1 Article 26

2 Binding and Effective Agreement

3 This Agreement shall be binding upon the parties hereto, their successors and assigns during  
4 the term of this Agreement.

5  
6 Article 27

7 Scope, Waiver and Alteration of Agreement

8 **Section 1.**

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

13 **Section 2.**

14 The waiver of any breach or condition of this Agreement by either party shall not constitute  
15 a precedent in the future enforcement of the terms and conditions herein.

16 **Section 3.**

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

23 Article 28

24 Termination and Modification

- 25 (a) This Agreement shall continue in full force and effect until June 30, 2011.
- 26 (b) If either party desires to terminate this Agreement, it shall, ninety (90) calendar days prior to  
27 the termination date give written notice of termination. If neither party shall give notice of  
28 termination, or withdraws the same prior to the termination date of this Agreement, it shall  
29 continue in full force and effect from year to year thereafter, subject to notice of termination  
30 by either party on ninety (90) calendar days written notice prior to the current year of  
31 termination.

- 1 (c) If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days  
2 prior to the termination date, or any subsequent termination date, give written notice of  
3 amendment, in which event the notice of amendment shall set forth the nature of the  
4 amendment or amendments desired. If notice of amendment of this Agreement has been  
5 given in accordance with this Paragraph, this Agreement may be terminated by either party on  
6 ten (10) calendar days written notice of termination. Any amendments that may be agreed  
7 upon shall become and be a part of this Agreement without modifying or changing any of the  
8 other terms of this Agreement.
- 9 (d) Notice of termination or modification shall be sufficient if sent, by Certified Mail, to the  
10 recognized mailing address of the other party. If such notice is sent to the Union: The  
11 International Union of Operating Engineers, Local 324, AFL-CIO, 500 Hulet Drive,  
12 Bloomfield Township, MI 48302, and if to the Board, addressed to the Jefferson School  
13 District, 2400 North Dixie Highway, Monroe, Michigan 48162, or to any other address the  
14 parties may make available to each other.
- 15 (e) The effective date of this Agreement is August 1, 2009.

16  
17 **Schedule A**

18 **Hourly Wage Schedule**

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20 **7/1/09 – 6/30/11**

21 **\$11.24**  
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1 IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

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**JEFFERSON SCHOOLS**

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

**Playground Aides**



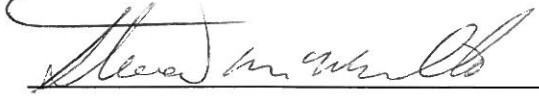
Rick Kull, President




John Hamilton,  
General VP and Business Manager



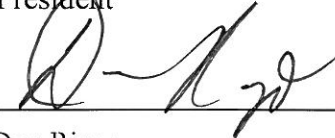
Mark Wahlie, Vice-President



Steve Minella,  
President



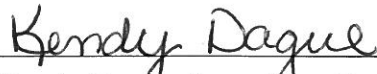
Steve Bartman, Treasurer



Dan Ringo,  
Recording-Corresponding Secretary



Lori Haskell, Secretary



Kendy Dague, Bargaining Representative



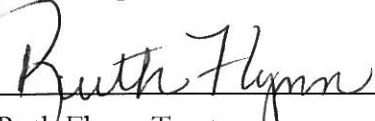
Dail Prucka, Parliamentarian



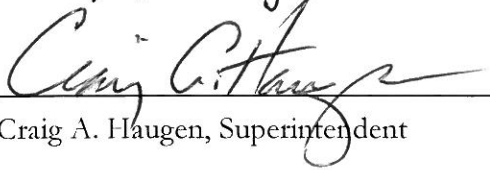
Angela Gromacki, Bargaining Representative



Judy Campbell, Trustee



Ruth Flynn, Trustee



Craig A. Haugen, Superintendent