

**Board of Education  
Dearborn Heights School District No. 7**

**And**

**International Union of Operating Engineers  
Local 324 – A,B,C,E,G,H – AFL-CIO  
Administrative Assistants**

**July 1, 2009 – June 30, 2011**

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**DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7**

**ADMINISTRATIVE ASSISTANTS**

**AGREEMENT**

This Agreement is entered into by and between the Board of Education of Dearborn Heights School District No. 7 and the International Union of Operating Engineers, Local 324 – A,B,C,E,G,H – AFL-CIO, hereinafter called the “Union.” This Agreement is effective from July 1, 2009 through June 30, 2011.

**ARTICLE I**

**RECOGNITION**

**Section 1.**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all employees of the Employer included in the bargaining units described in the salary schedule.

**Section 2.**

The Union agrees that in the event of litigation against the Employer, its agents or employees arising out of this provision, the Union will defend, indemnify and hold harmless, the Employer, its agents or employees for any monetary award arising out of such litigation.

**ARTICLE II**

**RIGHTS OF THE BOARD**

**Section 1.**

The Union recognizes that the Board, on its own behalf and on behalf of the electors of the 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 without limiting, the generality of the foregoing. The Board of Education has the right to the executive management and administrative control of the school system and its properties and facilities.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and express terms of the Agreement.

**Section 2.**

Notwithstanding any provision of this agreement, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans with Disabilities Act (ADA) and other similar state or federal legislation.

**ARTICLE III**

**REPRESENTATION**

**Section 1. Union Security**

(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 sixty-one (61) calendar days of the effective date of the Agreement, or within sixty-one (61) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall as a condition of employment pay to the Union each month a service fee, exclusive of any special assessments or initiation fees, as established in accordance with the Union procedures.

(b) An employee who shall tender or authorize the deduction of membership dues (or service fees) 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 Employer within thirty (30) calendar days after receipt of written notice of such default is delivered to the Employer by the Union. However, no employee will be terminated during the pendency of any appeal relative to the level of service fees.

(d) If any provision of the Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

(e) 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.

(f) The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hiring and Social Security number of the new employee.

(g) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment.

(h) Hold Harmless – The Union agrees that in the event of litigation against the Employer, its agents or employees arising out of this provision, the Union will defend

and indemnify and hold harmless the Employer, its agents or employees for any monetary award arising out of such litigation.

**Section 2. Check-Off**

(a) The Employer shall deduct from the pay of each employee, from whom it receives an authorization to do so, the required amount for the payment of initiation fees and Union dues or service fees. Such dues or fees, accompanied by a list of employees (including the Social Security numbers) from whom they have been deducted, and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union office no later than the fifteenth (15<sup>th</sup>) of the month following the month in which such deductions were made.

(b) Such fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the International and the Local 324, I.U.O.E. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union regarding the amounts to be deducted, and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local 324 of the International Union of Operating Engineers, AFL-CIO.

**Section 3. Non-Discrimination**

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices, as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

**Section 4. Stewards**

(a) Employees may be represented by the Chief Steward, or an Assistant Steward, as designated by the Union. In case of a Union grievance, the Union may be represented by the Steward or an Assistant Steward.

(b) The Steward, during his/her work hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with their supervisors, which arrangement shall not be unreasonably withheld. This privilege shall not be abused.

© Any new employee may be introduced to the Chief Steward before starting to work to be added to the Steward's record, or the Steward shall be supplied the following information within the employee's first week of employment: name, address, Social Security number, classification, job location and shift assignment.

- (d) The Stewards, during their working hours, without loss of time or pay, may attend negotiation meetings.
- (e) The Union Steward and/or Alternate Steward will be released with pay from his/her assignment to attend a local union workshop/seminar. A total of two union days per year will be allowed.

**Section 5.**      New Jobs

(a) The Employer shall notify the Union, in writing, when new jobs or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of such temporary job, which has been placed into effect, upon the institution of such job.

(b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification and rate of pay, except as otherwise mutually agreed. When a new classification has been assigned a permanent rate of pay either as a result of the Union not requesting negotiations for a temporary classification during the specified period of time, or as a result of final negotiations, the new classification shall be added to and become a part of this Agreement.

**Section 6.**      Contractual Work

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members, nor shall it result in the reduction of the present workforce as is in effect, nor in the event of the extension of service shall it be used to avoid the performance of work covered under this Agreement.

**Section 7.**      Jurisdiction

In the event of an administrative assistance's absence, employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement.

**Section 8.**      Changes in Contract

It is contemplated that terms and conditions of employment provided in the Agreement shall remain in effect until altered by mutual agreement in writing between

the parties. It is recognized that matters may, from time to time, arise of vital mutual concern. Therefore, it is necessary that the opportunity be provided for mutual discussion of such matters.

#### **ARTICLE IV                      DISCIPLINE-DISCHARGE**

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the employee in writing, with the employee having the right to defend themselves against any and all charges.

(a) When the Employer feels disciplinary action is warranted, such action must be initiated within five (5) working days for the date of occurrence of the condition giving rise to the action, or within five (5) working days of the date it is reasonable to assume that the Employer became fully aware of the conditions giving rise to the discipline.

(b) Notice of Discharge, Suspension or Discipline

The Employer agrees that upon the discharge, suspension, or discipline of an employee to notify in writing the designated Chief Steward of the discharge, suspension or discipline within three (3) working days of said action.

© In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously, nor impose discipline on the employee for deliberate errors on his employment application after a period of two (2) years from his date of hire, except in cases involving the use of excessive force upon a student, narcotics or other felony convictions.

(d) Compliance with the standards of conduct as contained in the Federal Drug-Free Workplace Act are mandatory.

#### **ARTICLE V                      ADMINISTRATIVE ASSISTANTS RIGHTS**

##### **Section 1.**

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

##### **Section 2.**

The Board specifically recognizes the rights of its Administrative Assistants to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such

public agency, costs to be borne for such public agency legal assistance by the respective parties, and all other costs equally shared, exclusive of legal judgments.

**Section 3.**

The Union shall have the right to use school facilities on the same basis as other community organizations or groups. The Union may request the use of buildings through proper channels established by the Board of Education.

**ARTICLE VI                    WORK LOADS AND ASSIGNMENTS**

**Section 1.**

Administrative Assistants shall work during the hours of 7:30 am to 4:00 pm during the time that school is in session. During winter and spring vacation, Administrative assistants will work from 7:30 am to 3:30 pm. During any other non-school days, Administrative Assistants will work a shortened day (30 minutes less) provided that the administrative assistant group is responsible for maintaining office coverage (minimum of two administrative assistants) during the first and last 30 minutes of each non-school day.

During the summer months, all Administrative Assistants will work from 7:30 am to 3:30 pm. Summer hours take effect after the teachers' last day at the end of each school year and end Monday of the week before school begins each fall.

**Section 2.**

Administrative Assistants working less than 52 weeks a year will have salary, vacation, personal days and sick days prorated.

**Section 3.**

Adequate lunch, parking and telephone facilities shall be made available to Administrative Assistants.

**Section 4.**

All Administrative Assistants shall be entitled to a duty-free lunch period of 60 minutes and one fifteen minute relief time during the workday.

**ARTICLE VII                    RESIGNATION AND RETIREMENT**

**Section 1.**

Any Administrative Assistant desiring to resign shall file a resignation form with the Board at least 15 working days prior to the effective date.

**Section 2.**

Upon retirement or resignation, unused vacation and/or sick days shall be reimbursed at the current rate of pay. Days earned in the current year shall be prorated.



**Section 3.**

Upon the death of a Administrative Assistant, regardless of years of service, one-half of accumulated leave days shall be paid to the beneficiary or estate, or as prescribed by the probate court, at the Administrative Assistant's current rate of salary.

**Section 4.**

Sick days, longevity, personal days and vacation will be prorated in cases of failure to complete the contract year for any reason (retirement, leave of absence, resignation or death).

**ARTICLE VIII**

**SENIORITY**

**Section 1.**

In this Agreement, seniority refers to seniority within this Union only.

**Section 2.**

Seniority and qualifications shall prevail in the lay-off and rehiring of employees. In reducing the working force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off; provided that the particular work done by the employee and the length of service of said employee shall be considered to be determining factors. In returning to work, the last employee laid off shall be the first employee rehired. Prior to such action, the Union shall be contacted and consulted. If a secretary resigns from the District and later is rehired all previous seniority is lost.

**Section 3.**

Any employee to be laid off shall be given a three-week notice in writing. Notice of recall shall be sent to the employee by certified mail, return receipt requested. If an employee fails to report for work within seven (7) working days of mailing of notice of recall, he/she shall be considered to have resigned. Employees will be subject to recall for a two year period of time. Employees on layoff will be called for bargaining union work before non-union employees are called.

**Section 4.**

The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of all the Administrative Assistants. The Board agrees to post all classified vacancies or positions for a period of (3) working days within the union, before external posting.

**Section 5.**

In the event an employee desires to transfer to another position within the bargaining unit, she will make a written transfer request to the Employer. The Employer will

carefully consider the employee's seniority, previously proven qualifications and ability, before the hiring of any new employees for the position. If any such transfer is granted, a probationary period of sixty (60) working days will be required as per Article VI, Section 6. If the employee is unsuccessful in the new assignment, he/she will be returned to the position from which he/she was transferred.

**Section 6.**

All employees hired by the Employer shall be considered probationary employees for a period of sixty (60) working days, from and after their respective hiring date. During the probationary period, the Employer may, without recourse to the grievance or arbitration procedures contained in the Agreement, discharge or discipline any such probationary employee. Days absent shall not count toward the sixty (60) day probationary period. Probationary period may be extended thirty (30) days if mutually agreed upon.

**Section 7.**

In the event an employee desires to apply for a position outside the Union, he/she will submit a written request to the Employer. If the request is granted, the transfer of the employee shall be a permanent one and a probationary period will be served as prescribed by the applicable union contract. Seniority in the Administrative Assistants Union will be frozen and will not increase while the employee is working in another bargaining unit. The employee will not have bumping rights for returning to the Administrative Assistants Union, but may apply for any posted vacancies. If approved to return to the Administrative Assistants Union, seniority will begin to accrue from the point where it was previously frozen.

**ARTICLE IX**                      **PHYSICAL, DRUG & CRIMINAL CHECK**

**Section 1.**

To complete the employment process, a candidate must successfully pass a physical exam, drug test, and criminal background check. These procedures will be at the expense of the employer.

**ARTICLE X**                                      **STRIKE CLAUSE**

**Section 1.**

The Union will not engage in or encourage strike action. The Union shall make every attempt to work when requested by the Administration in the event of a work stoppage by another bargaining unit.

**ARTICLE XI**                                      **GRIEVANCE PROCEDURES**

**Section 1.**

The term "grievance" shall be interpreted to mean a violation of this Agreement: that there has been a deviation from or the misinterpretation of or misapplication of a policy of the Agreement.

**Section 2.**

Grievance must be taken up promptly, and no grievance will be considered or discussed which is not presented in writing within fifteen (15) working days after such has happened, unless circumstances make it impossible for the Administrative Assistant or Union to have knowledge of the act.

**Section 3.**

Should any grievance arise, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

1. It is expressly understood and agreed that no Administrative Assistant or group of assistants shall initiate the grievance procedure until the alleged grievance is discussed informally with the immediate supervisor without intervention of the Union.
2. The aggrieved Administrative Assistant and his/her Business Representative shall formally present the grievance to his/her immediate supervisor.
3. A conference will be held between the Business Representative and the Superintendent of Schools. This conference is to take place within five (5) working days after formal presentation of the grievance.
4. In the event the last step fails to settle the grievance (within twenty days), it may be referred to the State Labor Mediation Board within twenty (20) working days.

**Section 4.**

1. If the Union is not satisfied with the last step of the grievance, the union may elect to notify the Employer of its intent to proceed with grievance arbitration.
2. Upon receiving such a notice in writing from the Union, the parties shall attempt to mutually select an arbitrator.
3. If the attempt to mutually select an arbitrator has failed, the Union may submit a demand for arbitration to the American Arbitration Association (AAA). An arbitrator shall thereafter be selected in accord with AAA rules which shall likewise govern the arbitration proceeding.
4. Neither the Employer nor the Union shall be permitted to assert in any arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party.

5. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
6. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.
7. The parties shall be bound by the award of the arbitrator. However, judgment thereon may be entered in any court of competent jurisdiction.

## **ARTICLE XII**

### **LEAVE OF ABSENCE**

#### **Section 1.**

Any Administrative Assistant whose personal illness extends beyond the period compensated under Article XVI shall be granted a leave of absence not to exceed one year without pay. Medical insurance benefits will continue to be paid for up to a maximum of six (6) months by the Employer for leaves due to verifiable illness. Seniority will be accrued for a maximum of (1) year for sick leave only.

An employee returning from a leave of absence of one (1) year or less shall return to the same position he/she had prior to the leave if it still exists.

An employee returning from a leave of absence of more than one (1) year duration shall be placed in an open position for which he/she is qualified. If there is no open position, the employee with the lowest seniority shall be laid off to make room for the returning employee, as specified in Article VIII, Section 2.

An employee returning from a leave of absence shall notify the Superintendent of such fact no later than thirty (30) calendar days prior to the expiration of that leave. Failure to supply such a notice to the Superintendent shall be deemed evidence of the employee's intention not to return to the employ of Dearborn Heights School District No. 7 and therefore, relieves the Board of Education of further obligation for re-employment.

## **ARTICLE XIII**

### **INSURANCE & FRINGE BENEFITS**

#### **Section 1.**

Upon the completion of the probationary period, members of the Union will become eligible for benefits and insurance.

- A. The Employer will provide each full-time employee with one of the following insurance packages:
  1. Plan A For employees needing health insurance  
Health, dental and vision insurance provided by MESSA Choices at no cost to the employee.

Negotiated life	AD & D \$40,000
Delta Dental Plan	80/80/50: \$1500
Vision	VSP-3
\$200/\$400 Deductible	
\$10 Office Visit	
2. <u>Plan B</u>	For employees not needing health insurance
Delta Dental Plan	80/80/50: \$1500
Negotiated Life	\$40,000 AD & D
Vision	VSP-3

Any employee electing Plan B will be entitled to \$125.00 per month. Employee will have the option of cash payment or a Tax Shelter Annuity as per Sec. 125 Cafeteria Plan.

If and when the carrier is changed to a carrier other than the insurance carrier specified above, there would be no reduction or loss of any benefits or extent of coverage from those insurance plans in effect at the time of the change.

The insurance plans specified above shall continue to serve as the standard specifications for minimum coverage to be provided by any other carrier following any such change, including any adjustments in benefits and extent of coverage made after the change.

Subject to terms of the insurer, a Plan B participant may convert to Plan A if a change in insurance needs results from: marriage/divorce; birth or adoption of a child; death of the employee's spouse; a change in the employment status of the spouse; a significant change in health coverage attributable to the spouse's employment; or other as deemed acceptable by the employer.

The health care protection is to be provided to employee's immediate family and other single eligible dependents as defined by the United States Internal Revenue Service.

As required by law or the insurance carrier, employees may be required to submit an affidavit certifying that they are not covered under any other employer-sponsored group health insurance program before health insurance will be implemented by the Board.

An open enrollment period shall be provided.

Subject to the terms of the insurer, a Plan B participant may convert to Plan A if a change in insurance needs results from: marriage/divorce; birth or adoption of a child; death of the employee's spouse; a change in the employment status of the spouse; a significant change in health coverage attributable to the spouse's employment; or other as deemed acceptable by the employer. The participant will not receive a stipend for the month in which the change in insurance coverage takes effect.

The health care protection is to be provided to employee's immediate family and other single eligible dependents as defined by the United States Internal Revenue Service.

Employees shall have benefits terminated on the last day of the month following termination of employment.

**Section 2.**

The Board of Education shall provide, without cost to the Administrative Assistant, group life insurance protection, which shall pay to the Administrative Assistant's designated beneficiary the sum of \$40,000.

Employees who have Board-approved term life insurance, as provided through the health insurance plan, have a 30 day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within 30 days of their last day of employment.

**Section 3.**

The Board of Education shall provide to all Association members a "Managed Sick Leave Program" with benefits beginning at the end of the accumulated sick days, at the rate of 70% of contractual salary continuing up to the end of the contract. Benefits shall continue beyond the contract year at a rate of 60% of the employee's regular rate of pay for the period of disability, but never beyond the age of sixty-five (65).

The Board shall provide the above program during the length of this contract and within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policyholder.

**Section 4.**

The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations set forth by the insurance carrier(s).

**ARTICLE XIV**

**WORKERS' COMPENSATION**

**Section 1.**

Any Administrative Assistant who is absent because of an injury or disease compensatable under the Michigan Workers' Compensation Law may receive from the Board the difference between the allowance under the Workers' Compensation Law and her regular salary for a maximum period of one year by prorating unused sick days. All Workers' Compensation checks are to be submitted for a photostat copy.

**Section 2.**

In the event of illness or accident, fringe benefits will be paid by the employer for one (1) year.

## ARTICLE XV

### HOLIDAY PAY

#### Section 1.

Regular full-time employees shall be paid for eight (8) hours pay at the straight time daily rate for the following holidays: Monday Mid-Winter Break, Martin Luther King Jr's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, and all weekdays occurring between Christmas Day and New Year's Eve.

#### Section 2.

When a holiday falls on a weekend during the school year, an Administrative Assistant will receive a day off in lieu of the holiday at the mutual agreement of the Employer and the Union.

#### Section 3.

If any work is performed on the above named holidays, the employee shall be paid double time the regular rate for hours worked in addition to the eight (8) hours of gratuity holiday pay.

#### Section 4.

In the event a named holiday falls within the employee's vacation period, he/she shall be granted a day in lieu of that holiday.

#### Section 5.

In order to qualify for eight (8) hours of straight time pay for a holiday not worked, the employee must work the scheduled work day before or after the holiday, except in proven cases of illness or unless the absence is mutually agreed to.

## ARTICLE XVI

### SICK LEAVE DAYS

#### Section 1.

In order to be eligible for vacation and sick leave time, an employee must work a minimum of eleven (11) days per month. Days taken for vacation, holidays and sick leave time count as days worked.

#### Section 2.

At the beginning of each contract year, each bargaining unit member shall be credited with 10 sick days and 4 personal days.

#### Section 3.

A bargaining unit member who is absent more than five consecutive working days shall secure a certificate from a medical doctor stating the date of illness/injury; diagnosis; and a date for the return to work.

**Section 4.**

To qualify as a sick day, the employee who must be absent from work will notify the Substitute Caller in a timely manner.

**Section 5.**

The employee is required to complete an Absence Form after each sick day.

**Section 6.**

The employer agrees to pay the employee for each unused sick day by June 30<sup>th</sup> of each year at the rate of \$75 per day for 0 to 7 unused sick days; \$100 per day for all unused sick days if 8 or more unused days remain at the end of the year.

**Section 7.**

All unused personal business days shall be converted to sick days for payout purposes at the end of each year.

**ARTICLE XVII**

**DEATH IN FAMILY**

**Section 1.**

For regular scheduled working days lost due to a death in an employee's immediate family, an allowance of five (5) days will be given at the employee's regular rate of pay to attend funeral services for the following family members: mother, father, mother-in-law, father-in-law, wife, husband, natural children, adopted children, and step-children. Three (3) days shall be granted to attend funeral services for grandmother, grandfather, grandchildren, brother and sisters. One day for brother-in-law, sister-in-law, daughter-in-law, son-in-law. If additional days are required to attend the funeral, it is permissible to deduct these days from the personal leave days, upon approval. Proof of death may be required prior to disbursement of bereavement days.

**ARTICLE XVIII**

**VACATIONS**

**Section 1.**

Vacation days will be mutually agreed upon by the employee and the employer.

**Section 2.**

The Vacation schedule is as follows:

1-4 years	10 days
Beginning of 5-9 years	15 days
Beginning of 10 + years	20 days

Beginning at 21 years, employees will receive one additional vacation day per year of service up to a maximum of 25 days.



Newly employed Administrative Assistants shall have their vacation schedule prorated the first year. Vacation days will be taken after June 30<sup>th</sup> of the year in which it was earned.

**Section 3.**

If an employee becomes ill and is under the care of a licensed physician during his/her vacation, he/she will be permitted to reschedule her vacation and days of illness will be deducted from his/her sick leave days. In the event her incapacity continues through the year, she will be awarded payment in lieu of earned vacation.

**Section 4.**

An employee will be compensated for unused vacation days in the following manner:

- a.) A maximum of five unused vacation days may be carried over to the succeeding year. AND/OR
- b.) The employee may elect to be compensated to a maximum of ten days at his/her current rate of pay.

**ARTICLE XIX**

**COMPENSATION**

**Section 1.**

The salaries of employees covered by this Agreement are set forth in Article XX that is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during this agreement.

**Section 2.**

The rates of pay shown in Article XX are based on full-time employment in the specified positions. Any permanent Administrative Assistant working less than full time shall have his/her salary prorated.

**Section 3.**

Time and one-half will be paid for all hours worked in excess of forty (40) hours in any one week, subject to prior approval of the supervisor (note: vacation, holiday and personal business days will count as hours worked for overtime purposes). Time and one-half will be paid for work on Saturday and double time for work on Sunday or Holidays. If comp-time is chosen in lieu of payment, the comp time will be issued at one and one half times the regular rate. Any earned comp time that is not used by June 30 of each year will not be carried over.

**Section 4.**

Any Administrative Assistant, when attending any meeting or conference at the request of the Employer or for the purpose of presenting legitimate grievances, will not lose any salary compensation if the meeting is called and agreed to by the Employer representative for a period during the employee's regular working hours.

**Section 5.**

Administrative Assistants shall become eligible for longevity benefits as it indicated in the following schedule.

At the beginning of 8 years of service = \$375.00

At the beginning of 13 years of service = \$475.00

At the beginning of 18 years of service = \$575.00

All longevity payments will be made in June after the entitled year has been reached.

Leaves of absence for which no pay is granted shall not be counted in arriving at longevity.

Except for the first year of service, secretaries working a portion of the fiscal year shall have their longevity prorated.

The amount of longevity benefits will be paid upon severance. In case of death, the earned amount will be paid to the beneficiary. If a employee has been found guilty of a criminal act involving the school district, this article shall not apply.

**Section 6.**

Anyone employed during this contract period who resign, retires, or is laid off shall be entitled to receive retroactive pay when said contract is settled for days worked during said contract period.

**ARTICLE XX**

**SALARY SCHEDULE**

- A. July 1, 2009                      0% raise
- July 1, 2010                     0% raise

<b><u>Step</u></b>	<b><u>2008/09</u></b>	<b><u>2009/10</u></b>	<b><u>2010/11</u></b>
<b>1</b>	<b>\$17.40</b>	<b>\$17.40</b>	<b>\$17.40</b>
<b>2</b>	<b>\$18.52</b>	<b>\$18.52</b>	<b>\$18.52</b>
<b>3</b>	<b>\$19.67</b>	<b>\$19.67</b>	<b>\$19.67</b>

**B. Signing Bonus**

An early signing bonus of \$500 shall be paid to each unit member in July of 2005. All employees must utilize direct deposit.

C. Equity payment

Beginning with the 2006-07 school year; no later than June 30 of each school year where the previous year's finalized district fund balance is equal to or greater than twenty percent (20%) of the district's operating budget for that year, the employer agrees to pay each employee a lump sum equity payment of five hundred dollars (\$500).

**ARTICLE XX1**

**RETIREMENT**

Retirement benefits are covered by Michigan Public School Employees Retirement System (MPSERS).

**ARTICLE XXII**

**VISITATION**

Upon request by the Union and the presentation of proper credentials, Officers or accredited Representatives of the Union shall be admitted to the Employer's premises during working hours for the purpose of ascertaining whether or not the Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided that said observation shall not disrupt orderly operation.

**ARTICLE XXIII**

**MAINTENANCE OF CONDITIONS**

Wages, hours, benefits and other conditions of employment legally in effect at the execution of this Agreement shall, except as modified herein, be maintained during the term of this Agreement.

**ARTICLE XXIV**

**JURY DUTY**

Administrative Assistants who are required to serve on jury duty will receive full pay during the period of such service, subject to prompt remittance to the Employer of an amount equal to the compensation paid them for such jury duty, excluding mileage compensation.

**ARTICLE XV**

**TUITION REIMBURSEMENT**

Employees will be reimbursed their tuition costs for classes that have been approved by the Employer.

ARTICLE XVI

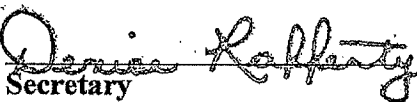
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2009 and continue in effect until 30<sup>th</sup> day of June, 2011.

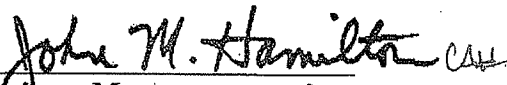
THE BOARD OF EDUCATION OF  
DEARBORN HEIGHTS SCHOOL  
DISTRICT NO. 7

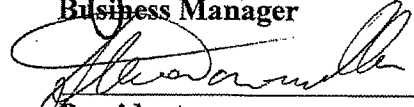
INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 324, AFL-CIO

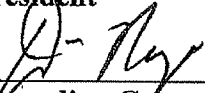
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Chief Negotiator

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

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Recording Correspondence  
Secretary