

AGREEMENT

between

DELTON KELLOGG SCHOOL DISTRICT

327 North Grove Street

Delton, Michigan 49046

**SUPPORT STAFF BARGAINING UNIT**

and

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

500 Hulet Drive

Bloomfield Township, Michigan 48302

JULY 1, 2016 - JUNE 30, 2019

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## **ARTICLE I**

### **A. Union Recognition**

1. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment.
2. The term "employee" as used herein shall include all persons performing work in the following classifications of the Employer: All regular part-time and full-time Secretarial/Clerical, Paraprofessional, Media Center Assistants, and Clerks employees of the Employer, but excluding, supervisors, substitutes, central administration office personnel and all other employees of the Employer.

### **B. Union Membership**

1. The Union agrees that it will make membership in the Union available to all employees covered by the Agreement on the same terms and conditions as are generally applicable to other members of the Union.
2. If any provision of this Article is invalid under Federal or State law, such provision shall be modified to comply with the requirements of said Federal or State law.

### **C. Visitation, Use of Facilities and Posting Notices**

1. The Union shall have the right to use school facilities at reasonable hours for the conduct of meetings of the Union. Such use will be governed by policies adopted from time to time by the Board for the use of its facilities.
2. Authorized representatives of the Union shall be permitted to transact business on school property provided that this shall not interfere with nor interrupt normal school operations.
3. The Union shall have the right to post notices of its activities and matters of Union concern on employee bulletin boards, at least one of which shall be provided in each school building. The Union may use the inter-office mail service and e-mail for communications to members. No union e-mail communications shall be drafted and/or sent by employees while they are on the clock without prior approval by the Superintendent. No member shall be prevented from wearing insignia, pins or other identification of membership in the Union either on or off school premises.

## ARTICLE II

### SENIORITY AND PROBATION

#### A. Seniority

Two (2) types of seniority shall be recognized: bargaining unit seniority and classification seniority. Bargaining unit seniority shall be defined as the amount of service accumulated within the district as an employee within the bargaining unit since the last date of hire.

Classification seniority shall be defined as the amount of service accumulated within the classification as an employee within the bargaining unit since the last date of hire, promotion or transfer. When an employee transfers to a job in a new seniority classification, his/her seniority in the prior classification is frozen on the date of transfer to the new classification. Upon transfer, the employee will begin to accrue seniority in the new classification, but will not transfer seniority from the former classification to the new one.

Time spent on lay-off and approved leaves of absences shall not constitute a break in seniority. No experience credit for the purpose of entitlement to any other benefit under this Agreement shall accrue during unpaid leaves.

Bargaining unit seniority shall apply to eligibility for longevity. All other applications shall be by classification seniority, including, transfers and vacancies; lay-off and recall; eligibility/assignment for "extra trips" and routes; assignment of overtime, in some cases; allocation of some sick days; allocation of vacation, in some cases and placement on the wage scale, except, with respect to placement on the wage scale, an employee transferring or promoting to a new classification shall move to the step closest to their current rate of pay not resulting in a loss of pay, but not to exceed the top step in the new classification.

The Board shall maintain an up-to-date seniority list for each of the recognized classifications. The lists shall show the name, date of hire, job location and title, by seniority ranking, of each bargaining unit member. If two (2) or more employees were hired on the same day, their names shall appear on the seniority list as determined by the drawing of lots at a drawing at which they had the opportunity to be present.

The seniority lists will be updated no later than September 15<sup>th</sup> of each year, and a copy provided to each bargaining unit member. The seniority lists, as provided by the Employer, shall be conclusively presumed to be accurate if no objection(s) is received within two (2) calendar weeks of their issuance.

An employee shall lose seniority in the event:

1. He/she is a seniority employee discharged for cause and is not reinstated through the

Grievance Procedure;

2. He/she retires;
3. He/she quits;
4. He/she is on lay-off for more than two (2) years;
5. He/she is on sick leave for more than twelve (12) months, or the length of his/her seniority, whichever is less.

**B. Probationary Period**

All regular employees, excluding substitutes and those employees not in the unit shall be probationary employees until they have completed forty-five (45) workdays of employment. Upon notice to the probationary employee and to the Union, the District shall have the right to extend an individual's probationary period for thirty (30) work days where more time is needed to assess the individual's work performance. During the probationary period, employees may be terminated at the sole discretion of the Board. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive.

A bargaining unit member who has completed a probationary period in a classification, and is awarded a vacancy in a different classification, shall serve a trial period of twenty (20) workdays in the new classification. During that twenty (20) work day trial period, the employee will receive the probationary wage, unless the probationary wage would mean a pay decrease from their previous position, in which case they will maintain the higher rate from their previous job, until through with the probationary trial period. If both the Employer and employee have deemed the trial period satisfactory, the employee will then receive the non-probationary wage. At any time during the trial period, either party may elect to have the employee return to their former position.

A bargaining unit member who has completed a probationary period and is awarded a vacancy in the same classification shall serve a trial period of ten (10) workdays in the new assignment. At any time during the trial period, either party may elect to have the employee return to their former position.

During any trial period, the District has the right to fill the opening created by the transfer of the successful bidder with a substitute until the trial period is completed.

## ARTICLE III

### LAY-OFF AND RECALL

- A. 1. In the event of a need to lay-off bargaining unit employees, the lay-offs shall be within a classification in the following order:
- a. Probationary employees;
  - b. Least senior employees, providing the remaining more senior employee is qualified to perform the work. Any remaining vacancies that must be filled shall be done in order of seniority. Senior employees remaining shall be able to utilize their seniority to maintain the same or similar hours, to the extent possible.

The seniority classifications under this Agreement are:

- a. Secretarial/Clerical
- b. Paraprofessional
- c. Media Center Assistants

B. Notice of lay-off shall be provided as follows:

1. Calendar Year Employees  
Thirty (30) working days' notice prior to the effective date of lay-off.
2. School Year Employees
  - a. During the school year:  
Thirty (30) working days' notice prior to the effective date of lay-off.
  - b. During the summer months:  
Two (2) weeks prior to the effective date of lay-off which is considered to be the start of the new school year.
  - c. Employees on lay-off shall be recalled in the following manner:
    1. Employees in all classifications shall be recalled in inverse order of lay-off to the first position in their seniority classification at the time of lay-off, and in any other classification in which they have seniority and for which they are qualified.

2. An employee having seniority shall be eligible for recall for a period of two (2) years from the effective date of their lay-off. An employee shall not be entitled to bump or be recalled to positions outside the bargaining unit or outside any classification in which they have seniority under this Agreement.

## **ARTICLE IV**

### **VACANCIES, TRANSFERS, PROMOTIONS**

- A. A "vacancy" shall be defined as: a new bargaining unit position; or an opening created by the resignation, retirement, termination, transfer, promotion or other separation of a bargaining unit member, including a leave of absence exceeding ninety (90) days.

#### **B. Posting of Vacant Positions**

1. Notice of all vacancies shall be posted on employee bulletin boards, and given to a Union Representative. If a vacancy cannot be posted within five (5) working days of such vacancy, the employer shall notify the Union of the reason
2. All postings shall be posted for five (5) working days during the school year, and seven (7) working days during the summer.
3. Postings shall contain: the job title/classification, place of work, expected starting date, rate of pay, hours to be worked and a list of job duties.

#### **C. Filling of Vacant Positions**

1. The criteria to fill a position are: qualifications, experience in that position, seniority in that classification. If qualifications and experience are equal, the candidate with the highest seniority shall be awarded the position.
2. Vacant positions will be filled within not to exceed ten (10) working days after the posting deadline expires.
3. A vacancy created as a result of an employee being on an extended leave shall be filled on a temporary basis. A vacancy (ninety [90] or more work days) created as a result of an employee being on an extended leave may be offered (by seniority) to the bargaining unit members within the classification, at the Superintendent's discretion. If a bargaining unit member chooses to fill the vacancy, a temporary employee will be put into that member's position. When the employee that was on an extended leave returns, the employee who was filling the vacancy will return to his/her original position.



D. A "transfer" shall be defined as: a unit member changing positions within the bargaining unit.

1. Employees may apply for transfers during the posting period for a vacancy. All internal applicants who meet the qualifications to fill a position shall be granted an interview. Those applicants who do not meet the qualifications shall receive a letter from the Superintendent or designee explaining why they do not meet the qualifications. The letter shall be delivered to the employee before interviews for the position have ended. An employee may request to personally meet with the Superintendent or designee to have explained why the applicant does not possess the necessary qualifications.
2. Employees transferred through the application/bidding process shall have twenty (20) working days in the new classification to determine their ability to perform the duties of the job. The employee or Employer may determine the transfer is unsatisfactory, and the employee will be returned to their previous position, and the job will be re-posted as vacant.
3. Any employee temporarily transferred at the request of the Employer shall be paid either the rate of the new position, or the rate of pay of their former position, whichever is higher.
4. All jobs shall be held until the application/bidding process is completed, and an employee may be awarded a position only once during this process. All changes in positions from the application/bidding process shall be made the first Monday following the notification of all employees involved. The Employer may fill any position on a temporary basis until the application/bidding process is completed.

E. A "promotion" shall be defined as a bargaining unit member being promoted to a supervisory position.

1. Any bargaining unit member promoted will have their unit seniority frozen at the point they change positions.
2. Within twelve (12) months, the employee may request to return to the unit and will be assigned to the next vacancy they are qualified to perform, or their previous position if available. After twelve (12) months, the employee shall lose their seniority.

**F. Miscellaneous Items Related to Vacancy/Transfers/Promotions**

1. The Employer has the right to establish, evaluate, change and eliminate positions. Provided the action on the part of the Employer shall not be directed toward reducing the pay rate of the job in which no substantial change in the position has occurred.
2. When a new, revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, the Employer has the right to

develop and establish such new or revised job descriptions, rates of pay, and to place them into effect. The Employer will notify the Union of such new or changed job description, and will meet with the Union to discuss the classification and negotiate the rate of pay within thirty (30) days. Whenever a new position is made operational, the Employer shall establish the job description.

3. In the event a situation arises in which an involuntary transfer becomes necessary, the Employer shall communicate to the Union the need for such action, and will give the Union five (5) days to present alternative options. However, it is recognized that there may be situations and/or circumstances which may necessitate an involuntary transfer of a bargaining unit member without regard to least seniority status.

## **ARTICLE V**

### **JURISDICTION AND CONTRACT WORK**

Employees of the District not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instruction, training, experimentation or in cases of emergency.

The parties agree that if any provision of PA 112 of 1994 affecting this Agreement is repealed, the affected Articles of this Contract are immediately reopened for negotiations.

## **ARTICLE VI**

### **WORKING CONDITIONS**

#### **A. Work Hours/Week**

1. The normal work week shall consist of Monday through Friday.
2. "Full-time employees" are those assigned to work eight (8) hours per day and forty (40) hours per week, for the full year. "Part-time employees" are those working twenty-seven (27) to forty (40) hours per week and less than a full year, and "limited part-time employees" are those working twenty-six and nine-tenths (26.9) hours or less per week and less than a full year.
3. Time and one-half (1-1/2X) the employee's regular rate of pay shall be paid for hours worked in excess of forty (40) hours in any work week and for all hours worked on Saturday, Sunday or a holiday. All overtime must have the prior approval of the employee's immediate supervisor.

4. Compensatory time may be utilized in place of overtime pay with the approval of the immediate supervisor. Compensatory time for time worked as overtime in the normal work week shall be computed at time and one-half (1-1/2X).
5. Media Center Assistants are to be at their work station at a time determined by the Central Administration for seven and one-half (7 ½) hours, except for one-half (1/2) hour of this time being an unpaid duty free lunch hour. The work year shall be as determined by the Central Administration.
6. Each position has a regularly scheduled start and ending time per day, and scheduled work days per year as established by the Employer. Employees unable to report for work shall call their immediate supervisor after 6:00 a.m., but no later than one (1) hour prior to their normal start time.
7. Full-time employees shall receive two (2), fifteen (15) minute breaks per day, and a thirty (30) minute duty free unpaid lunch period, unless otherwise agreed to between the employee and their supervisor. Part-time employees working four (4) or more consecutive hours shall receive one (1), fifteen (15) minute break, and those working six (6) hours or more shall receive two (2), fifteen (15) minute breaks. Part-time employees working five (5) or more hours in a day shall receive a thirty (30) minute duty free unpaid lunch break. Limited part-time employees working four (4) consecutive hours or more shall receive one (1), fifteen (15) minute break, and on any day they work over five (5) hours, they shall receive one (1), thirty (30) minute duty free unpaid lunch break.
8. School cancellations (Act of God days) are those where school is canceled or early dismissal or delayed due to unusual circumstances. Employees scheduled to work only on student attendance days which qualify for State Aid (Paraprofessionals, Media Center Assistants and Secretaries) will be dismissed for the work day after the students have left the building and the principal dismisses the staff and compensated for the lost time. When the time lost exceeds the state allowance for student time, any further missed time will not be compensated, and the missed hours will be made up at a later time. Year round employees report to work at the regular time unless so instructed by their immediate supervisor. Any change in pertinent state law will automatically re-open this provision for re-negotiation.
9. The calendar for school year employees shall be established jointly by the Administration and the Union each year.
10. Evaluations will be conducted for all employees by their immediate supervisor, at least annually.

#### **B. Discipline and Discharge**

1. When the Employer feels disciplinary action is warranted, such action must be taken within ten (10) working days of the date it is reasonable to assume that the Employer becomes

- aware of the conditions giving rise to the discipline.
2. Dismissal, suspension and/or any other disciplinary action shall be for just and stated causes, and shall be corrective and progressive in nature, with the employee having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. All dismissals and suspensions shall be without pay. No suspension shall be effective for a period of more than ten (10) days without the prior approval of the Board of Education
  3. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employees. The private and personal life of any employee is not within the appropriate concern or attention of the Board, except to the extent that it adversely affects the employee's ability to perform his/her assignment.
  4. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory, and without regard to race, creed, religion, color, national origin, age, sex, marital status, height, weight or disability. Any allegations of discrimination based upon the above criteria shall be subject to the Grievance Procedure in this Agreement, through the Board level, but shall not be subject to arbitration.
  5. Employees are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that any employee may reasonably refuse to carry out an order which threatens physical safety or well-being.
  6. An employee shall at all times be entitled to have present a representative of the Union when said employee is being disciplined. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present, provided, however, that the meeting need not be delayed beyond forty-eight (48) hours for such representative to be present, and in no event shall the Board be restricted from taking such protective action as may be necessary to protect the rights of students and others pending the holding of such disciplinary meeting.
  7. Written and signed complaints against an employee shall be given to the employee prior to the inclusion of such material in the employee's personnel file. The employee may submit a written notation regarding evaluative material, including complaints, and such response shall become a part of the employee's personnel file. Disciplinary action for issues that are more than twenty-four (24) months old shall not be considered as a part of progressive discipline.
  8. Non-probationary employees are subject to discipline for just cause. Dismissal of probationary employees shall not be subject to the Grievance Procedure. Before disciplinary action is taken, a fair and objective investigation will be made in an attempt to determine all

facts involved in any potential disciplinary action. The Union and bargaining unit members will cooperate in any such investigation. Bargaining unit members and management recognize that discipline is corrective action and will work together to ensure that corrective action takes place. To that end, discipline shall be progressive except in cases of gross misconduct. The nature of an unacceptable conduct at issue and the employee's disciplinary record affects whether the normal progressive steps shall be strictly followed. All disciplinary action shall be subject to review under the Grievance Procedure. All information forming the basis for disciplinary action shall be made available to the employee and also to the Union upon the written request of the employee.

9. An employee will have the right to review the contents of all personnel records pursuant to the Bullard-Plawecki Employer Right-to-Know Act, and to have a representative of the Union accompany him/her in such review.
10. The following corrective discipline steps shall be followed:

**Step One-Verbal Warning**

A discussion will be held in a private setting. The fact that the discussion has been held will be noted in the employee's personnel file. The employee may attach a statement of rebuttal regarding the discussion.

**Step Two-Written Reprimand**

When a written reprimand is necessary, it shall be completed by the supervisor and shared with the employee during a private conference. The employee may attach a statement of rebuttal which shall be included in the personnel file.

**Step Three-Suspension without Pay**

After Step Two, if there is no marked improvement, the employee may be suspended for up to five (5) consecutive work days. The written record of the suspension will be completed by the employee's immediate supervisor, reviewed by the Superintendent, and placed in the employee's personnel file.

**Step Four-Discharge**

If unacceptable conduct persists or is severe in nature, the employee will be eligible for termination. The reasons for termination will be given in writing to the employee with the notice of termination. The employee will have the opportunity to have a hearing with his/her immediate supervisor and the Superintendent.

### **C. Non-Discrimination**

The School and the Union both recognize their responsibilities under Federal and State 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, national origin, age or sex.

### **D. Employee Safety**

The Employer will make readily available material safety data sheets regarding any products being used. The Employer will provide the safety equipment necessary to be in compliance with State and Federal regulations. The Board shall furnish legal counsel to an employee if such employee is assaulted in the discharge of his/her duties, provided the employee shall have promptly reported any such assault to the Administration, and provided further that the employee has first exhausted any insurance which provides for same.

E. During his/her term of office, the Union's Steward Representatives shall be deemed to head the seniority lists for the purpose of lay-off and recall only, provided he/she is qualified to do the required work. Upon termination of his/her term, he/she shall be returned to his/her regular seniority status.

F. Any employee in the bargaining unit selected or appointed to full-time office in the Union, whose duties require his/her absence from his/her work, shall be granted a leave of absence without pay for the term of such office, and shall accumulate seniority during his/her term of office, and at the end of such term, shall be entitled to resume his/her regular seniority status and all job and recall rights, provided that said leave of absence may not exceed a period of two (2) years maximum. In the event said employee shall fail to return to work after said period of time, as heretofore defined, then said employee shall be considered to have quit his/her job, and he/she shall be removed from the seniority list.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

A claim by a non-probationary employee that there has been a violation, misinterpretation or misapplication of any express language of this Agreement may be processed as a grievance as hereinafter provided.

#### **Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Any grievance not appealed within the designated time periods shall be considered settled. Failure to respond by the Administration within the designated time period will move the grievance to the next step.

The following grievance steps shall be the exclusive Grievance Procedure utilized by the employees. The aggrieved shall have the right of Union representation on any or all steps of the Grievance Procedure.

**Step 1.**

- A. An employee having a grievance shall present it orally to his/her supervisor within five (5) working days following the occurrence of the complaint, or the time the grievant reasonably should have learned of the event.

The supervisor will have five (5) working days to respond to the grievance.

- B. If the complaint is not settled at Step 1(A) within five (5) working days, the employee and Union Steward shall commit the grievance to writing, and submit the written grievance to the immediate supervisor. The grievance shall list the alleged violation and relief sought. The supervisor shall respond within five (5) working days. If the decision is unsatisfactory to the employee, the grievance will be appealed to Step 2.

**Step 2.**

The written grievance will be appealed to the Superintendent of Schools within five (5) working days of the supervisor's written response. The Superintendent shall have ten (10) working days to investigate the grievance and respond in writing to the Union Steward.

**Step 3.**

If the decision at Step 2 is unsatisfactory to the Union, the grievance shall be appealed to the Board of Education within five (5) working days. The Board of Education shall investigate and respond in writing within ten (10) working days. The Board of Education may submit the grievance to a committee at their discretion with the ultimate decision being rendered by the full Board.

- \* Prior to Step 4 and upon mutual agreement, the issues involved may be submitted for non-binding mediation to the Michigan Employment Relations Commission prior to arbitration. A mediation agreement requires the consent of both parties.

#### **Step 4.**

If the grievance remains unresolved at the conclusion of Step 3, it may be submitted for arbitration. The request for arbitration shall be made within ten (10) working days of the Board's decision. In the event the parties cannot agree on the choice of an arbitrator within ten (10) working days after receipt of the notice of the intent to arbitrate, the parties shall obtain a list of nine (9) arbitrators from the M.E.R.C. The arbitrator shall then be selected from said panel by each deleting one (1), in turn, until only one (1) name remains.

#### **Powers of the Arbitrator**

It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

- A. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- B. In rendering decisions, an arbitrator shall give due regard to the responsibility of management, and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- C. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- D. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Union; subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- E. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that they may have received from any source of a like nature during the period of the back pay. No decision in any one case shall require a retroactive wage adjustment in any other case, unless previously agreed to by both parties.
- F. Where no compensation and/or fringe benefit loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one. The costs of the arbitrator shall be paid by the losing party. Should a split decision occur, the costs shall be shared equally by the Union and the Board.
- G. He/she shall not rule on an issue involving employee evaluations.



**ARTICLE VIII**  
**COMPENSATION**

**Wage Scales**

**There will be wage reopeners for 2017-2018 and 2018-2019.**

<i>Paraprofessionals</i>	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Probationary	\$8.12	\$8.50		Wage	Wage
1	\$8.53	\$8.57		Reopener	Reopener
2	\$8.93	\$8.97	\$9.01		
3	\$9.36	\$9.41	\$9.46		
4	\$9.78	\$9.83	\$9.88		
5	\$10.22	\$10.27	\$10.32		
6	\$10.61	\$10.66	\$10.71		
7	\$11.06	\$11.12	\$11.18		
8	\$11.43	\$11.49	\$11.55		
9	\$11.94	\$12.00	\$12.06		
Top Step	\$12.12	\$12.18	\$12.24		

<i>Paraprofessionals</i> <i>Any new hire July 1, 2016</i>	2016-2017	minimum wage increase Jan 1, 2017
Probationary	\$8.90	
1	\$8.97	\$9.01
2	\$9.41	\$9.46
3	\$9.83	\$9.88
4	\$10.27	\$10.32
5	\$10.66	\$10.71
6	\$11.12	\$11.18
7	\$11.49	\$11.55
8	\$12.00	\$12.06
Top Step	\$12.18	\$12.24

<i>Secretaries</i>	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Probationary	\$10.86	\$10.91	\$10.96	Wage	Wage
1	\$11.20	\$11.26	\$11.31	Reopener	Reopener
2	\$11.69	\$11.75	\$11.81		
3	\$12.18	\$12.24	\$12.30		
4	\$12.73	\$12.79	\$12.86		
5	\$13.24	\$13.31	\$13.37		
6	\$13.70	\$13.77	\$13.84		
7	\$14.20	\$14.27	\$14.34		
8	\$15.03	\$15.11	\$15.18		
Top Step	\$15.26	\$15.34	\$15.41		
*FT w/ Hins; (3)	\$14.55	\$14.62	\$14.70		

<i>Media Center Assistants</i>	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Probationary	7.48	7.51	7.55	Wage	Wage
1	10.08	10.13	10.18	Reopener	Reopener
2	11.3	11.36	11.42		
3	11.91	11.97	12.03		

**1. Longevity**

All employees shall receive longevity benefits payable in the first pay in December:

After five (5) years of service      Ten dollars (\$10.00) per year

Media Center Assistants hired on or before 7/1/00 will receive fifteen dollars (\$15.00)/no cap after five (5) years, those hired after 7/1/00 will be subject to the ten dollars (\$10.00)/no cap after five (5) years.

**2. Incentive**

Employees who maintain perfect attendance for July 1 – December 31 and January 1 – June 30 shall receive a sum of one hundred dollars (\$100.00). Payment is to be received the first pay period in February and the second pay period in June. Criteria for the attendance incentive are as follows:

- a. Arrives on time;
- b. Leaves on time;
- c. No sick days;
- d. Funeral leave, holidays and personal business days are acceptable.

## **Benefits**

### **1. Insurance**

#### **a. Health Insurance Full-Time Employees**

The Board shall provide Health, Dental, Vision Insurance and a prescription drug card to full time employees and fifty-two (52) week secretaries. The plans and any premium sharing shall be the same as is offered to administrators.

It is agreed that health insurance benefits may be offered to eligible employees and their dependents that work on average 30 or more hours per week or the equivalent of 130 hours or more per month for the contractual year as mandated by the Affordable Care Act. Federal poverty line safe harbor – Your coverage will be affordable if the employee's cost for self-only coverage under your plan does not exceed 9.5% of a monthly amount determined as the federal poverty line for a single individual in the state in which the individual resides, divided by 12. You are permitted to use the federal poverty line guidelines in effect six months prior to the beginning of the plan year.

#### **b. Life Insurance**

The Board shall provide seven thousand five hundred dollars (\$7,500.00) in life insurance to each member employee regularly scheduled to work at least twenty-seven (27) hours per week. The carrier to be selected by the Board.

- (i) Life insurance premiums to be paid for a twelve (12) month period beginning October 1<sup>st</sup> and ending September 30<sup>th</sup>, provided the employee completes his/her full scheduled work year.
  - (ii) If an employee fails to complete the full work year, the Board's obligation shall terminate at the end of the last calendar month of employment.
- c. The Board's responsibility to provide insurance coverage on behalf of eligible employees as set forth above, and coverage referenced herein, is offered specifically subject to the rules and regulations of the State and various insurance carriers and/or underwriters.

- d. The Board will establish a Section 125 plan. This plan will have Premium Contribution Plan, Medical Spending Account Plan, Dependent Care Account Plan and a Cash Option Plan. The Board will choose the third party administrator of this plan. The parties will work within the Labor/Management Committee to establish a new Section 125 plan by November 15, 2006.
- e. Each employee not selecting the health insurance option will receive a two hundred fifty dollars (\$250.00) per year stipend. After the open enrollment period, employees not electing to place the money in a 125 plan will receive a lump sum payment on October 1<sup>st</sup> of each year. Cash in Lieu of payment must meet ACA compliance requirements.

**2. Vacations**

- a. Employees working fifty-two (52) weeks per year, and eight (8) hours per day shall receive paid vacation as follows (years of seniority is within a classification):
  - (i) 1-4 Years Ten (10) days
  - (ii) 5-9 Years Fifteen (15) days
  - (iii) 10 Years or more Twenty (20) days
- b. Vacation schedules must be arranged with the supervisor to interfere as little as possible with the operation of a particular school building or department, and vacation days will not carry over from year to year.
- c. Not more than three employees (3) in a department may be on vacation at any time during the school year. Employees may request vacation of less than a full week. When more than three (3) employees request vacation during the same time period, the first dated request will be given preference. If two (2) or more requests are submitted at the same time, the higher seniority employee will be given preference.

**3. Holidays**

- a. The following days shall be recognized as legal holidays on which the Employer will not normally schedule work but the employee may be called to work for emergency situations. Employees shall receive one (1) day's pay for each holiday if the holiday falls within his/her normal work week and year. Holidays falling on Saturday, the preceding Friday will be observed, and if the holiday falls on Sunday, the following Monday will be observed. Normal work year for school year secretaries begins three (3) weeks before the student days and ends two (2) weeks after classes are dismissed. Normal work year for paraprofessionals begins with the first student day, and ends with the last student day. Paraprofessionals may be called to report earlier and stay later, and will be compensated at their rate of pay for that time.

- (i) Independence Day\*
- Friday Before Labor Day\*\*
- (ii) Labor Day
- (iii) Thanksgiving Day
- (iv) Friday after  
Thanksgiving
- (v) Christmas Eve Day
- (vi) Christmas Day
- (vii) New Year's Eve Day
- (viii) New Year's Day
- (ix) Good Friday\*\*
- (x) Spring Break (2)
- (xi) Memorial Day
- (xii) President's Day\*\*

\* Fifty-two (52) week employees only

\*\* If a regular school day is not scheduled

- b. To be eligible to receive holiday pay hereunder, an employee must have worked the entire scheduled day preceding and the entire scheduled day following the holiday; unless the holiday falls during an employee's vacation or the employee was excused from work in writing by the Employer.
- c. Eligible employees shall be paid a sum equal to their regularly scheduled work day.
- d. The day before Thanksgiving, employees will be paid for a full day if they work his/her entire half (½) day abbreviated schedule.
- e. A Paraprofessional will be paid for a regular work day for parent-teacher conference days, the day before Thanksgiving, and Christmas break, Good Friday and the last day of school, provided he/she works his/her entire required hours of the abbreviated day.

#### 4. **Required Physicals**

The District will reimburse an employee for physical examinations which are required by law, not to exceed the amount charged by the District's designated physician(s).

## ARTICLE IX

### LEAVES OF ABSENCE

#### A. Sick Leave

1. All regular, part-time, and limited part-time employees who work ten (10) or more days per month will be granted one (1) day sick leave per month during the months they work for the District. Employees on leave or layoff will not be granted sick days. Work days in June and August will be totaled to meet the ten (10) day requirement. School year Employees will be able to earn a maximum of nine (9) sick days per year.
2. All sick days awarded shall be equivalent to the hours of a regularly scheduled work day. An example would be: an employee working two (2) hours per day shall receive two (2) hours pay for their sick day.
3. The unused portion of the yearly sick leave allowance shall accumulate: up to one hundred (100) sick days for regular hourly workers, up to ninety (90) sick days for part-time and limited part-time hourly employees
4. All employees reaching their accumulated sick day cap will be paid twelve dollars (\$12.00) per day at the end of the school year for any unused sick days in excess of their cap (with the exception of Media Center Assistants hired before 7/1/00, who currently receive fifteen dollars [\$15.00] per day).
5. Sick leave can be used in increments of one-half (1/2) day or full day leave due to: employees' illness, disabling accident, or emergency dental or doctor appointments. Up to five (5) days per year for illness or disabling accident in the "immediate family". (See B[4] "Funeral Leaves")
6. The School may request verification of illness or injury from a medical provider.
7. Records of sick leave accumulated and taken shall be available to the employee or the Union upon request.

#### B. Other Leaves of Absence with Pay

##### 1. Business Days

- a. There will be an allowance of four (4) half (1/2) days for Personal Business.
- b. Restrictions

The employee will submit their request for Personal Business leave to their supervisor at least one (1) full day before the requested time off; Personal Business Day(s) will not be granted for the day preceding or following holidays, vacations, or the first or last day of school; no more than ten percent (10%) of each classification will be absent on Personal Business on a work day, and the request will be granted on the earliest time the request was made. Cancellations shall be in reverse order of receipt.

- c. The Superintendent may grant a waiver of the restrictions in emergency situations.
- d. Annually unused Business Days will be added to the individual's accumulated sick leave bank.

2. **Jury Duty**

- a. A leave of absence may be granted an employee called for jury duty when prompt notification is given by the employee.

- b. Restrictions:

With proper documentation, the School will pay the difference between the employee's daily salary and the jury fee paid by the court, not including expenses; the employee must return to work whenever their attendance is not required in court.

- c. The District retains the right to request the employee be excused from jury duty.

3. **Court Appearance**

- a. Paid leave will be granted to an employee called as a witness, or subpoenaed to testify in court, in any case directly connected with their employment with the School District.

4. **Funeral Leaves**

Up to a maximum of three (3) days leave without loss of pay may be allowed on the occasion of a death in the immediate family, four (4) days if out of state. "Immediate family" shall be defined as grandparents, step-mother, step-father, mother and father of spouse, brothers and sisters of employee and spouse, grandchildren, and step-grandchildren. In the event of the death of a spouse, mother, father, child or step-child, the maximum leave will be five (5) days.

C. **Leaves of Absence Without Pay**

Any employee, upon written application to the Superintendent, may request a leave of

absence without pay not to exceed twelve (12) months. No long-term leave of absence will be granted without the approval of the Board of Education. Leaves of absence without pay may be granted for the following reasons: physical or mental disability, illness in the immediate family, child care, military.

1. All requests for leave under this Section will be submitted to the Superintendent in writing at least thirty (30) days prior to the requested leave, or as soon as possible in an emergency, and will specify the beginning and ending dates of the leave and the purpose of the leave.
2. Upon return from a leave of less than ninety-one (91) work days, the employee will be reassigned to the same position they held prior to the leave (if the position still exists). If the leave extends beyond ninety (90) work days, the employee will be restored to a position which he/she is qualified, able to perform, or has position seniority sufficient to bump another employee. Compliance with the above standards shall be considered as restoration to an equivalent position, unless it is denied due to reduction in staff pursuant to the Lay-off and Recall Article of this Agreement.
  - a. For the purpose of this Article, "day" will mean the regularly scheduled work day of the employee at the time the leave was taken.
3. The Board may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Board for purposes of: verifying the leave request, to evaluate fitness for duty, to comply with State and/or Federal statutes, required periodic examinations, or to assess an employee's fitness to return to duty. The Board shall pay the cost of any physical or mental examination required under this Article.
4. Family and Medical Leave Act request for unpaid leave due to illness, disability, or family member medical care, as defined by the Family and Medical Leave Act, will be granted and taken concurrently with all District leave benefits. These leaves will be granted to the extent the employee is eligible for a leave under FMLA. The parties intend that the provisions of the FMLA, including Board and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. This provision does not confer greater rights or benefits to the Board or bargaining unit member than those granted under the Family and Medical Leave Act, unless specifically enumerated in this Agreement.
5. Except as may be otherwise required by the FMLA, an employee taking unpaid leave shall be responsible for payment of insurance premiums (to the extent continuation of coverage is available under COBRA) during the length of such leave, if the employee desires to continue the coverage provided under this Agreement.



## 6. **Military Leave**

An employee shall be granted a leave of absence for the purpose of enlistment, conscription, or recall to active service in the military forces of the United States.

## **ARTICLE X**

### **MANAGEMENT RIGHTS**

All aspects of the control and operation of the affairs of the School District are the responsibility of the Board of Education, or their designees. All rights, responsibilities and interests which have not been expressly granted to the Union by the provisions and terms of this Agreement are expressly reserved to the Board of Education or their designees.

## **ARTICLE XI**

### **SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

A. This Agreement shall be binding upon the parties hereto, their successors and assigns.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Employer.

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

C. If any provision of this Agreement or any supplement thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

## **ARTICLE XII**

### **TERMINATION AND MODIFICATION**

A. This Agreement shall continue in full force and effect until **June 30, 2019**.

B. If either party desires to terminate this Agreement it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of

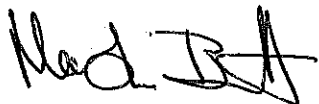
termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year, thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current anniversary date of termination.

- C. If either party desires to modify or change this Agreement it shall, ninety (90) days prior to the termination date or any subsequent anniversary date of termination, give written notice of amendment, in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local 324, 324, A, B, C, D, G, H, P, RA, S - AFL-CIO, 500 Hulet Drive, Bloomfield Township, MI 48302, and if to the Employer, addressed to Delton Kellogg School District, 327 North Grove Street, Delton, MI 49046, or to any other such address the Union or the Employer may make available to each other.
- E. The effective date of this Agreement is **July 1, 2016**.

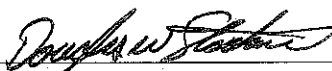
In Witness Whereof: the parties hereto have caused this instrument to be executed.

**DELTON KELLOGG SCHOOL  
DISTRICT**  
327 North Grove Street  
Delton MI 49046

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 324, 324-A, B, C, D, G, H, P, RA, S,  
AFL-CIO**  
500 Hulet Drive  
Bloomfield Township MI 48302



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President, Board of Education



\_\_\_\_\_  
Douglas W. Stockwell  
Business Manager and General Vice President



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Kenneth D. Dombrow  
President



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Thomas C. Scott  
Recording-Corresponding Secretary

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## APPENDIX

### LABOR-MANAGEMENT COMMITTEE

The parties agree to form a joint Labor-Management Committee with the purpose to discuss issues of common concern and interest, and to work towards solutions, programs and/or proposals to those concerns and interests for the mutual benefit of employees, the Administration, and to further the provision of quality services to the students of the District.

The Committee shall not address grievances, but could, by mutual agreement, address issues that could lead to grievances. During the first contract period after ratification of the current Agreement, the Committee may address language issues in the contract that were as a result of the process that lead to the current Agreement. Any agreements made by the parties, as a result of this Committee, shall be by mutual agreement, only.

The parties shall work within the Labor-Management Committee to determine the Bus Driver wages, to be consistent and compliant with State laws and regulations.

The Committee shall consist of representatives from the Union and the Administration. The Union members shall consist of one (1) representative from each job classification (Secretary, Paraprofessional, Media Center) and shall be selected by the Union, but it shall not be more than six (6) bargaining unit members. The Superintendent shall appoint members from the Administration. The Committee shall determine times and places for the meetings, as well as the frequency of meetings.