

**AGREEMENT**

**BETWEEN**

**SCHOOL DISTRICT OF MUSKEGON HEIGHTS**

**and**

**MUSKEGON HEIGHTS SCHOOL EMPLOYEES UNIT (AIDES)**

**CHAPTER OF LOCAL #201**

**Affiliated With**

**MICHIGAN COUNCIL #25**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES**

**AFL-CIO**

**OCTOBER 16, 2007 TO OCTOBER 15, 2011**

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## **AGREEMENT**

This Agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2008, between the School District of Muskegon Heights, (hereinafter referred to as the "Employer") and Local #201, Muskegon Heights School Employees Unit (Aides) affiliated with the American Federation of State, County and Municipal Employees Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

### **ARTICLE 1 - RECOGNITION: Employees Covered**

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 rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement as certified February 4, 1975, by the MERC (Case No. R 74 6-470).

All Aides employed by the Muskegon Heights Public School, Muskegon Heights, Michigan, excluding all supervisors as determined by the Commission and excluding all building security personnel.

### **ARTICLE 2 - AID TO OTHER UNIONS**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization.

### **ARTICLE 3 - AGENCY SHOP**

A. Union Members at Time Agreement Effective. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

B. Non-Union Members at Time Agreement Effective. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing, thirty

(30) days after the effective date of this Agreement. Such condition shall be required for the duration of this Agreement.

C. Non-Union Members After Effective Date of Agreement. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30<sup>th</sup>) day following the beginning of their employment in the Unit.

D. The Union shall indemnify the Board and hold it harmless against any loss or claim for damages resulting from the payment to the Union of any sums deducted under this Article and, in the event any citations or claims are commenced against the Board to recover from it any sums deducted under this Article, the Union shall intervene and defend against such action or claim.

#### **ARTICLE 4 - UNION DUES AND INITIATION FEES**

A. Payment by Check-off. Union members shall tender the initiation fee and monthly membership dues by signing the authorization for check-off of dues or service fee form.

B. Check-off Form. During the life of this Agreement, and in accordance with the terms of the form of authorization of check-off of dues or service fee, as provided by the Union, subject to advance approval of the Board, the Board agrees to deduct Union membership dues or service fee levied in accordance with the constitution and by-laws of the Union from the pay of each employee who executes or has executed an authorization for check-off of dues or service fee form.

C. When Deductions Begin. Check-off deductions under all properly executed authorization for check-off dues or service fee forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

D. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan AFSCME Council 25, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.

E. Termination of Check-off. An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local Union will be notified by the Board of the names of such employees following the end of each month in which the termination took place.

F. The Union shall indemnify the Board and hold it harmless against any loss or claim for damages resulting from the payment to the Union of any sums deducted under this Article and, in the event any citations or claims are commenced against the Board to recover from it any sums deducted under this Article, the Union shall intervene and defend against any action or claim.

## **ARTICLE 5 - UNION REPRESENTATION**

For the purpose of handling complaints and grievances, under the grievance procedure, there shall be:

A. A Chapter Chairperson and Chief Steward. One (1) steward shall be selected for each building, and an alternate who shall act in the absence of a steward.

B. Any steward when called upon by the Union, or an employee, to investigate a complaint or handle a grievance; the Chief Steward or Chapter Chairperson to handle grievances at their level, or for official Union business pertaining to the Chapter during regularly scheduled working hours, shall notify the Building Principal or Supervisor or the Human Resources Director in their absence that he/she is to investigate a complaint or handle a grievance or Union business, the nature of such complaint or grievance or Union business, if known, the location and the approximate time required. The Building Principal shall grant the necessary time for such duties as soon as possible.

C. Authorized time spent during regular scheduled working hours by the Chapter Chairperson, Chief Steward, stewards, and the members of the bargaining committee shall be paid for at the regular rate of pay. The Union will furnish to the Employer a list of the stewards, alternates, officers and members of the bargaining committee and the Employer shall notify the Union of its representatives in the grievance procedure.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

Any employee or group of employees having a claim arising during the term of this Agreement relating to the application or interpretation of this Agreement or to matters of discipline or other conditions or work, may take the matter up with the Building Principal or Supervisor for settlement provided:

- Step 1. It is presented to the Building Principal or Supervisor within ten (10) working days following the day the event first occurred, and;
  - a. The Steward is given the opportunity to be present at the discussion; and
  - b. Any settlement reached is not contrary to any of the terms of this Agreement.

- Step 2. If the grievance is not settled, it shall be reduced to writing on a grievance form and presented to the Building Principal or Supervisor for a written answer. Such presentation shall be made within three (3) working days after the discussion in Step 1 above, and the answer shall be given within three (3) working days after receipt of same.
- Step 3. If the answer of the Building Principal or Supervisor is not satisfactory, then the Chief Steward and the grievant may present the grievance to the Human Resources Director not more than five (5) working days following the answer of the Building Principal or Supervisor in the paragraph above. The decision of the Human Resources Director shall be given in writing, within five (5) working days thereafter.
- Step 4. If the answer of the Human Resources Director is not satisfactory, then the Chief Steward may present the grievance to the Superintendent of Schools not more than five (5) working days following the answer of the Human Resources Director in the paragraph above. At this level of the grievance procedure the local may request to have representation from Council 25 or the International Union. The decision of the Superintendent shall be given in writing within five (5) working days thereafter.
- Step 5. If the grievance is still unsettled, the Union may, within thirty (30) working days after the written reply of the Employer's representative, request arbitration by written notice to the Employer.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to agree to an arbitrator, an arbitrator will be selected by the American Arbitration Association.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) working days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record and make copies available without charge to the other party and to the arbitrator.

The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement.

## **ARTICLE 7 - MEETINGS**

Regular meetings shall be held between the Union representatives and the Superintendent at such times as may be agreed upon, but no less than once every three (3) months. Members of the Union who are in attendance at such meeting during their regular working hours shall be compensated for the time spent at their straight-time hourly rate.

## **ARTICLE 8 - COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, or overtime, whichever is applicable.

## **ARTICLE 9 - DISCHARGE AND DISCIPLINE**

The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the steward of the discharge or discipline.

The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the steward at a place made available by the Employer before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or discipline with the employee and the steward.

Should the discharged or disciplined employee or the steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the steward to the Employer within five (5) regular scheduled working days of the discharge or discipline and give its answer in writing within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure starting at step 3 of the grievance procedure.

Except for infractions involving morals, in imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

## **ARTICLE 10 - SENIORITY, SENIORITY LISTS, LOSS OF SENIORITY**

### **Section 1. Seniority:**

A. New employees hired into the bargaining unit shall be considered as probationary employees for the first sixty (60) calendar days of their employment. The sixty (60) calendar days' probationary period shall be accumulated within not more than one hundred and eighty (180) calendar days. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the first date of hire (meaning the first day the employee reported to work). There shall be no seniority among probationary employees.



B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

C. Seniority shall be defined as the length of continuous service from the last date of hire with the Muskegon Heights School District and shall accumulate from the first day the employee reports to work in a permanent position (except as provided in Article 19, Section A.) Seniority shall apply within the classification first and then on a unit-wide basis. Layoffs shall not affect seniority standing of regular employees.

Section 2. Seniority Lists:

A. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

B. The seniority list on the date of this Agreement shall show the names and job titles of all employees of the unit entitled to seniority.

C. The Employer will keep the seniority list up to date at all times and will provide the local Union with up-to-date copies at least every six (6) weeks.

D. The Employer shall notify the Union's Chapter Chairperson in writing of any changes in the status of the seniority list within five (5) days thereafter.

Section 3. Loss of Seniority:

An Employee shall lose his/her seniority for the following reasons only:

A. He/she quits or retires.

B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

C. He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

E. Return from sick leave and leaves of absence will be treated the same as Section 3, C above.

- F. He/she is laid off for a period of more than twenty-four (24) months.
- G. Settlement with the Employee has been made for total disability or the employee is retired.
- H. The employee falsified pertinent information on his/her application for employment.

Section 4. Seniority of Officers and Stewards:

Notwithstanding their position on the seniority list, the Chapter Chairperson, Chief Steward and stewards of the local Union shall, in the event of a layoff only, be continued to work at all times, provided they can perform any of the work available.

**ARTICLE 11 - LAYOFF AND RECALL**

Section 1. Layoff:

A. The word, "layoff" means a reduction in the work force due to a decrease of work or lack of funds.

B. In the event it becomes necessary for a layoff, the Employer shall meet with the Union representatives at least three (3) weeks prior to the effective date of the layoff. At such meeting the Employer shall submit a list of the locations, classifications and the names of the employees affected and the job titles. Layoff shall be by seniority within the location affected with probationary employees being laid off first and thereafter employees having seniority shall be laid off in inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first. Disposition of these cases shall be reviewed at the meeting and if not resolved it shall be subject to Step 4 of the grievance procedure.

C. Employees to be laid off will receive at least seven (7) working days advance notice of the layoff in writing. Upon receipt of the notice of layoff, an employee may within seven (7) working days transfer to a different location and/or job within the School district to replace an employee with the least seniority with comparable hours (or as close as possible) within a classification within the bargaining unit for which they have the present ability and qualifications to perform the work without a training period.

Section 2. Recall Procedure:

When the work force is increased after a layoff, employees shall be recalled according to seniority, i.e., the most-senior employee on layoff being called first including employees who have transferred to avoid layoff. Notice shall be sent to the employee at his/her last known address by registered or certified mail with a copy to the Union's Chapter Chairperson. If an employee fails to notify the Employer within three (3) working days of his/her desire to return to

work and fails to return to work within ten (10) working days after receiving notice, he/she shall be considered a quit.

## ARTICLE 12 - POSTING AND BIDDING PROCEDURE/TRANSFERS

### Section 1. Posting and Bidding:

A. All vacancies, newly-created positions within the bargaining unit and positions which starting and/or quitting time have been altered by more than one-half (1/2) hour shall be posted and copies sent to all stewards within ten (10) working days from the date of the change or opening unless the position is not going to be filled. Job vacancies shall be posted for a period of five (5) working days setting forth the minimum requirements for the position, location and the number of hours for the position in a conspicuous place in each building. Employees interested shall apply in writing on a form provided by the Employer to the Human Resources Director within the five (5) working days posting period. In making the award of the position, the Employer shall consider the applicant's qualification, work record, experience, ability and seniority. The senior employee applying for the position who meets the minimum requirements shall be granted a thirty (30) working day trial period to determine:

- i. His/her desire to remain on the job.
- ii. His/her ability to perform the job.

Disposition of the position shall be made within five (5) working days after the posting period, provided, however, the transfer may not take place until such time as a replacement has been obtained. In the event the senior applicant is denied the position, reasons for denial shall be given in writing to the applicant. In the event the senior applicant disagrees with the reasons for denial, it shall be proper subject for the grievance procedure.

B. During the thirty (30) days trial period the employee shall have the opportunity to transfer back to his/her former classification. If the employee's performance is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

C. During the trial period, employees will receive the rate of the job they are performing.

D. Employees required to work in a higher classification shall be paid the rate of the higher classification.

E. The Employer agrees to provide the Union's Chapter Chairperson with a copy of each job posting at the same time they are posted, and further notify him/her in writing of the names of the applicants who bid for the job, and to whom the position was awarded within ten (10) working days after the end of the posting period.

Section 2. Transfers:

A. Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

B. The Employer agrees that in any movement of work not covered in Section A. above, he/she will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

**ARTICLE 13 - VETERANS**

Section 1. Reinstatement of Seniority Employees:

A. Any employee who enters into active service in the armed forces of the United States, upon the termination of such services, shall be offered re-employment in his previous position, or a position of like seniority, status, and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within one hundred twenty (120) days of the date of such discharge or one hundred twenty (120) days after hospitalization continuing after discharge.

B. A probationary employee who enters the armed forces and meets the foregoing requirements must complete his/her probationary period, and upon completing it will have seniority equal to the time he/she spent in the armed forces, plus sixty (60) days.

Section 2. Veterans Law:

Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

Section 3. Educational Leave of Absence For Veterans:

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend School full-time under applicable Federal laws in effect on the date of this Agreement.

## ARTICLE 14 - LEAVES OF ABSENCE

### Section 1. Unpaid Leave:

A. Leaves of absence for reasonable periods not to exceed one (1) year will be granted upon written application to the Employer on a form provided by the Employer. Within five (5) working days after receipt of the application the Employer shall grant in writing the request for the leave (with a copy to the Union's Chapter Chairperson) without loss of seniority for the following reasons:

- i. Serving in any elected position (public or Union).
- ii. Maternity leave.
- iii. Illness, physical or mental. (Confirmation required by a physician's statement).
- iv. Prolonged illness in the immediate family. (Confirmation required by a physician's statement).
- v. Serving in an appointed position with the Council or International Union.

B. Leaves may be extended beyond one (1) year from reapplication and review of reasonableness by the Employer. Failure to return to work at the expiration of a leave of absence, or the extension of a leave of absence, shall constitute a loss of seniority.

C. Employees shall accumulate seniority only during authorized leaves of absence and will retain but not accumulate any benefits, except in accordance with Article 14, Section 3(C).

D. Employees returning from leave of absence shall be returned to the same position and location they held at the time the leave was granted, provided, however, if an employee requests to return earlier than the date approved to return, such request shall be in writing and the Employer will make every attempt to provide a similar position if available in such cases of request for early return.

### Section 2. Leave for Union Business:

A. Members of the Union elected to local Union positions or elected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority.

B. The Union shall be credited with five (5) days at the beginning of each school year to be used as release time to conduct Union business. These days may be accumulated from year

to year. Employees authorized by the Union will make every effort to submit their request for such leave to the Human Resources Director at least ten (10) working days prior to the leave.

Section 3. Paid Sick Leave:

A. All employees covered by this Agreement shall accumulate one (1) sick leave day for each month the employee is in pay status. For purposes of this Section, a month in pay status shall be defined as any month in which the employee is in pay status for eleven (11) days.

Employees shall be allowed to accumulate unused sick leave days up to a maximum of one hundred eighty (180) days. Employees will be paid at their current rate of pay for sick leave based upon their normal scheduled work day.

Any such employee who has not been absent for more than four (4) days for sick leave, or time without pay (except for Union business leave or for funeral leave as identified in Article 14, Section Four, Subsection C) shall receive a bonus of two (2) sick leave days at the end of the school year, to be added to the employee's sick leave bank. An employee may elect to have the two (2) bonus sick leave days in salary in lieu of banking the two (2) sick leave days.

B. Sick leave may be used by an employee for attending doctor and dentist appointments. Sick leave for doctor and dentist appointments will be granted on an hourly basis. Deductions will be recorded in hours only. Sick leave may also be used in the event an employee is absent due to the illness in the immediate family (defined as spouse or child). In the event of an extended illness, a doctor's excuse may be necessary.

C. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of all benefits referred to in this Agreement. The Employer agrees to notify the employee that his/her sick leave is depleted by registered mail (with a copy to the Union's Chapter Chairperson). To retain seniority the employee shall be required to comply with Article 14, Section 1.

D. In the event of an employee's death, fifty (50%) percent of the employee's accrued but unused sick leave pay shall be paid to the employee's beneficiaries. The sick leave pay-off shall be based upon the employee's current rate of pay. The employee shall be responsible for identifying their beneficiaries on forms to be provided by the employer.

Section 4. Funeral Leave:

A. An employee shall be allowed up to five (5) working days as funeral leave not to be deducted from sick leave for a death in the immediate family. Immediate family is defined as follows: mother, father, wife, husband, brother, sister, son, daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren or a member of the employee's household.

B. An employee shall be allowed one (1) working day as a funeral leave day with pay, not to be deducted from sick leave, for a death of a sister-in-law, brother-in-law, aunt, uncle, first cousin, niece, and nephew.

C. Paid funeral leave days as above defined shall not extend beyond the end of the day following the day of the funeral.

D. To be eligible for paid funeral leave the employee must attend the funeral.

E. If additional time is needed for travel, etc., the employee may be granted up to three (3) additional days of either vacation, personal or unpaid leave.

Section 5. On-the-Job Injury:

Employees will be eligible for Workers e Compensation benefits according to State statute. The Employer agrees that any employee eligible for Workers Compensation benefits shall receive an amount to be deducted from his or her accumulated sick leave benefits sufficient to make up the difference between Workers Compensation benefits received and his/her regular income until such sick leave is exhausted or the employee returns to work.

Section 6. Jury Duty:

The Employer shall make up the difference between jury duty pay and the employee's full pay if the employee is required to serve as a juror or subpoenaed as a witness on behalf of the Employer.

Section 7. Family and Medical Leave Act Application:

A. The Employer shall abide by the provisions of the Federal Family and Medical Leave Act of 1993 for eligible employees as defined in the Act.

B. To the extent that the Act allows either the Employer or the Employee to substitute any accrued annual leave, and accrued paid sick leave for any of the leave provisions under the Act, nothing in this Agreement shall be construed to preclude such right of substitution.

C. To the extent that the leave provisions under Article 15 "Vacations" and Article 14 "Leave of Absence" provide for leave time for purposes also provided by the Act, such leave time up to twelve (12) work weeks in any twelve (12) month period shall be credited toward the leave time allowed by the Act.

D. For purposes of any leave provided for by the Act which is also provided for in this Agreement, those provisions of the Act relating to notice, medical certification and restoration of work will apply to the leave.

Section 8. Educational Leaves:

Educational leaves of absence for reasons other than specifically provided for elsewhere in this Agreement, but not for the purpose of seeking, or securing work elsewhere may be granted by the Employer, upon written application. The Employer will not refuse a request without just cause. Therefore, such leaves may be initially granted for not more than one (1) year. Such leaves may be extended for like causes with the approval of the Employer. The employee agrees during such leave, to keep the Employer informed of any change in his/her status or condition. Other than the accumulation of seniority during such approved leave, no other fringe benefits shall accrue to the employee. Assuming the employee has met the conditions of this Section, they shall, following the completion of such leave, return to their own classification in which they were working at the time the leave was taken. If, because of credits obtained during their educational leave, such employee meets the minimum qualifications for another classification, he/she may apply; therefore and will be given due consideration by the Employer, based upon its need in that classification at the time, his/her qualifications and work record.

**ARTICLE 15 - VACATION**

A. An employee shall earn credits toward vacation with pay, per year, in accordance with the following schedule, to be computed from July 1, through June 30 of each year.

1. One-half (1/2) day per month beginning first month of employment through six (6) years.
2. One (1) day per month beginning the seventh (7) year and through nine (9) years.
3. One and one-third (1 1/3) days per month beginning the tenth (10th) year and over.

B. To be eligible to earn credits toward vacation, computation shall be based upon each month or major portion of a month worked.

C. Vacation may be taken during times of the year when school is not in session.

D. Employees will be paid their current rate of pay for vacation based upon their normal scheduled work days.

E. If an employee is laid off or leaves the school employment he/she will receive any unused vacation credit including that accrued in the current year. A recalled employee who received credit at the time of layoff will have such credit deducted from his/her vacation.

F. The Employer will pay to all employees an amount equal to their accrued but unused vacation pay. Vacation pay will be paid at their current rate of pay on the first full pay period of December, but no later than December 15th of each year.



## ARTICLE 16 - HOLIDAYS

A. All eligible employees shall receive pay for the following holidays at their prevailing hourly rate upon the number of hours normally scheduled to work:

Thanksgiving Day	Day After Thanksgiving Day
Christmas Eve	Christmas Day
New Year's Eve	New Year's Day
Martin Luther King Day	Memorial Day

Good Friday (All or part of the day School is not in session based on the School calendar).

Fourth of July (Employee must work the day before and the day after 4th to be eligible).

Labor Day (If the Employee works the last scheduled day before Labor Day and the first scheduled day after Labor Day.)

B. To be eligible for pay for the above-designated holidays, the employee must have:

1. Completed sixty (60) calendar days of employment prior to such holiday; and
2. Worked the last scheduled work day preceding the holiday and the first scheduled work day after the holiday, unless absent due to illness or injury which must be supported by the employee.

C. Should a holiday fall on a Saturday or Sunday, the day before or the day after shall be considered as the holiday, whichever is more applicable.

D. Each employee will receive one (1) personal day each year of this Agreement in addition to the holidays stated in Section A (except for those employees on lay-off or on an unpaid, non-paid leave). In the case of leaves for less than one (1) year, sick days shall be pro-rated. An employee who chooses not to take a personal day in any year may elect to have said personal day added to his/her sick leave bank and used in accordance with Article 14, Section 3.

## ARTICLE 17 - WORK HOURS, WORK WEEK, AND OVERTIME

### Section 1. Hours of Work:

A. The normal work year for employees covered by this Agreement shall be based upon the official School calendar as adopted, unless otherwise assigned by the Administration. It is understood however, that on those days during the normal week year where there are no students, bargaining unit members covered by this Agreement may or may not be expected to work. Requests for a bargaining unit member to work on such days will be made by the teacher or Superintendent and will be approved or disapproved by the Human Resources Office.

B. The normal workday shall be based upon the assignment as assigned by the Administration for each employee, Monday through Friday.

C. Employees scheduled to work four (4) hours or more per day but less than six (6) hours shall be allowed a ten (10) minute duty-free paid rest period. Employees scheduled to work six (6) hours or more per day shall be allowed two (2) ten (10) minute duty-free rest periods, one (1) in the first half of the shift and one (1) in the second half of the shift, and an unpaid lunch period. Such rest and lunch periods shall be scheduled by the Administration.

D. Should School be closed by the Superintendent for any reason beyond the control of the employees, the employees shall receive their regular pay for that day.

Section 2. Time and One-Half and Double Time:

Time and one-half and double time shall be paid as follows:

A. Time and one-half shall be paid for all hours worked over eight (8) hours per day and for all hours worked on Saturday.

B. Double time shall be paid for all hours worked on Sunday and holidays, plus holiday pay.

C. There shall be no pyramiding of overtime. Overtime, if any, shall be authorized by the Human Resources Director.

## **ARTICLE 18 - WAGE RATES AND CLASSIFICATIONS**

Section 1. Wage Rates and Classifications:

Wage rates and classifications are attached as Appendix A and are thereby incorporated into this Agreement.

Section 2. Rates for New Jobs:

When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

Section 3. Temporary Assignments:

If an employee is required to work in a higher classification rate he/she will receive the rate of pay of the higher classification for all hours worked. All extra work or temporary assignments will be distributed among bargaining unit employees on the basis of seniority and will be equalized among employees within a classification within a building.

## ARTICLE 19 - HEALTH INSURANCE

A. Health Insurance. The Employer will contribute an amount not to exceed \$750.00 per month for a non-MESSA policy, for eligible employees during the term of this contract. Effective October 1, 2008 the monthly amount shall be increased to \$800.00 In order for an employee to be eligible for this benefit the employee must be regularly scheduled to work six (6) hours or more per day. This benefit will become effective within sixty (60) days of ratification of the Collective Bargaining Agreement.

B. Dental and Vision Insurance. The Employer will provide single person dental and vision coverage which is comparable to plans in effect as of January 10, 2005.

## ARTICLE 20 - TEMPORARY, SUBSTITUTE AND SEASONAL EMPLOYEES

A. Temporary Employees: A temporary employee is one who is employed to work in a regular position during the absence of a regular employee who is on extended leave of absence, as provided in accordance with Article 14, Section A, Workers Compensation disability, as provided in accordance with Article 14, Section 5.

Employees employed as above defined shall receive any and all benefits that are provided for in this Agreement that a probationary employee would be entitled to. If a temporary employee works beyond the length of the probationary period or is retained as a regular full-time employee, he/she shall have seniority from his/her last date of hire as a temporary employee. If the position he/she is filling becomes vacated, the position shall be posted in accordance with the regular posting procedure as provided in this Agreement. A temporary employee who acquires seniority shall be required to bid and be awarded a permanent position in order to maintain employment and seniority. For the purpose of this Section, the seniority rights of temporary employees shall not apply to Article 5, Article 10, Section 4, and Article 11, Section 2.

B. Substitute Employees: A substitute employee is one who is used on an intermittent call-in basis, only, to fill in for employees and shall not be regularly assigned. It is expressly understood that a substitute shall not be used to replace, displace, or take the place of regular employment when other full-time employees are available. Further they shall not be covered by this Agreement; nor shall they acquire seniority, except they shall receive the starting rate of the position they are performing.

C. Seasonal Employees: During the summer months all seasonal jobs shall be offered to the bargaining unit prior to hiring seasonal employees. Seasonal employees shall be defined as employees used to perform seasonal work when school is not in session. They shall not be used to take the place of full-time employment; they shall not work in regular job classifications (except where otherwise provided,) or work overtime. It is understood that the provisions of this Agreement do not apply to these seasonal employees.

## **ARTICLE 21 - UNION BULLETIN BOARDS**

The Employer will provide bulletin boards in each building which may be used by the Union officers and stewards for posting Union notices and information.

## **ARTICLE 22 - CONTRACTING OF WORK**

There shall be no subcontracting or contracting or work during a layoff or which would require a layoff.

## **ARTICLE 23 - MANAGEMENT RIGHTS**

The Board, on its 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 rights:

- A. To the executive management and administrative control of the School system, and its properties and facilities, and the activities of its employees;
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal (or demotion); and to promote, and transfer all such employees.
- C. To publish, and after publication, enforce work rules.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific, and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformation with the Constitution and the laws of the State of Michigan, and the Constitution and the laws of the United States, subject to the Union's right to grieve in accordance with the expressed terms of this Agreement.

## **ARTICLE 24 - RETIREMENT**

- A. All School employees come under the Michigan Public School Employees Retirement Fund, as created under Act No. 184 of the Public Acts of 1937, as amended.
- B. Effective October 15, 1976, the Employer shall pay the employee's cost of the contribution toward the Michigan Public School Employee's Retirement Fund.
- C. The Employer agrees that it will pay employees, upon retirement, a sum equal to fifty (50%) percent of the accrued, but unused sick leave held by the employee, up to a maximum of fifty (50%) percent of two hundred (200) accrued but unused sick leave days, or pay no more

than one hundred (100) sick leave days to the employee upon retirement at the employee's usual rate of pay.

## **ARTICLE 25 - MISCELLANEOUS**

1. On days when School is closed by the Superintendent or other authority, because of inclement weather, employees who are not called in to work will be paid their regular rate of pay for all hours they would have otherwise been scheduled to work. Any bargaining unit employee who is required to work on such day will be paid double their regular rate.

2. The Employer agrees that any summer employment opportunities will be posted in each building and employees within the bargaining unit shall have an opportunity to bid on such employment opportunities and be given, on the basis of seniority, the right to work during the summer months. This shall not impinge upon the Employer's right to use students during the summer months under special youth employment programs and/or grants.

3. The Employer agrees to reimburse employees for classes taken which could be applicable to their work. Such reimbursement shall include tuition, fees and books for the classes involved. Reimbursement under this section shall be based on the following conditions:

- A. There is money available;
- B. The number of employees desiring to take such courses;
- C. The course(s) are completed with at least a C or better grade.

4. Employees may, through payroll deduction, purchase Hospitalization Medical Insurance through the School at the group rate.

5. When and where it is appropriate, bargaining unit members, by classification, will be included for in-service and orientation sessions and shall be paid at their regular hourly rate.

6. Bargaining unit employees will receive orientation and job descriptions upon being hired.

## **ARTICLE 26 - VALIDITY**

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, or other established governmental administrative tribunal or regulatory agency, such invalidity shall not affect the remaining portions of this Agreement.

In the event any part of this Agreement is held illegal or invalid as set forth above, the parties shall meet within sixty (60) days upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such portion of this Agreement held illegal or invalid.

There are no other agreements which are binding on either of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on either of the parties until it has been put in writing and signed by the parties.

#### **ARTICLE 27 - WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School System and the Union, for the life of this Agreement, each waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, unless mutually agreed to in writing between the parties.

#### **ARTICLE 28 - TERMINATION AND MODIFICATION**

A. This Agreement shall become effective as of October 16, 2007, except as otherwise provided and shall remain in full force and effect until 11:59 p.m. October 15, 2011.

B. Supplemental Agreement: All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

C. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated 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 of Modification: Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Council #25, AFSCME, 3625 Douglas Avenue, Kalamazoo, Michigan 49004; and if to the Employer, addressed Superintendent of Schools, 2603 Leahy Street, Muskegon Heights, Michigan 49444, or to any such address as the Union or the Employer may make available to each other.

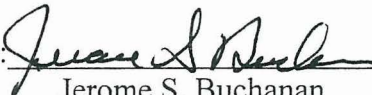
#### **ARTICLE 29 - BENEFITS AVAILABLE UPON TERMINATION**

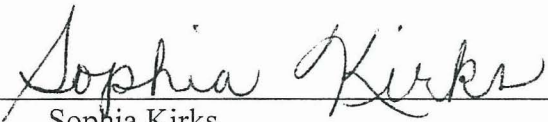
At termination, an employee shall be entitled to be paid for any accrued but unused vacation at their current rate of base pay based upon their normal scheduled work hours. For the


purposes of this Subsection, the vacation accruals at termination shall be based upon the last full month of employment with the School System.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.


MUSKEGON HEIGHTS SCHOOLS (AIDES)  
CHAPTER OF LOCAL #201, MICHIGAN  
COUNCIL #25, AFSCME, AFL-CIO


By:   
Jerome S. Buchanan  
Its Business Representative

By:   
Sophia Kirks  
Its Chapter Chairperson

By:   
Johnnie M. Smith

SCHOOL DISTRICT OF MUSKEGON HEIGHTS

By:   
Its Board President

By:   
Dana Bryant  
Its Superintendent

## APPENDIX A - CLASSIFICATION AND RATES

A. Each employee covered by this Agreement shall be placed on the following step per classification in accordance with their seniority (Employer-wide) pursuant to Article 10, Section 1, Paragraph C as of the 15th day of October, 1981 and progression thereafter shall be by seniority as above defined per step.

### Effective October 16, 2007

<u>Classification</u>	<u>Start</u>	<u>After 1-Year</u>	<u>After 2-Years</u>	<u>After 3-Years</u>
Classroom Aide	8.99	9.22	9.44	9.66
Special Ed. Aide	8.99	9.22	9.44	9.66
Athletic Aide	8.99	9.22	9.44	9.66
Library Aide	9.44	9.67	9.86	10.11
Hall Aide	9.44	9.67	9.86	10.11
Voc. Ed. Aide	10.57	10.81	11.01	11.27

### Effective October 16, 2008

<u>Classification</u>	<u>Start</u>	<u>After 1-Year</u>	<u>After 2-Years</u>	<u>After 3-Years</u>
Classroom Aide	9.17	9.40	9.63	9.85
Special Ed. Aide	9.17	9.40	9.63	9.85
Athletic Aide	9.17	9.40	9.63	9.85
Library Aide	9.63	9.86	10.06	10.31
Hall Aide	9.63	9.86	10.06	10.31
Voc. Ed. Aide	10.78	11.03	11.23	11.50



Effective October 16, 2009

<u>Classification</u>	<u>Start</u>	<u>After 1-Year</u>	<u>After 2-Years</u>	<u>After 3-Years</u>
Classroom Aide	9.35	9.59	9.82	10.05
Special Ed. Aide	9.35	9.59	9.82	10.05
Athletic Aide	9.35	9.59	9.82	10.05
Library Aide	9.82	10.06	10.26	10.52
Hall Aide	9.82	10.06	10.26	10.52
Voc. Ed. Aide	11.00	11.25	11.45	11.73

Effective October 16, 2010

<u>Classification</u>	<u>Start</u>	<u>After 1-Year</u>	<u>After 2-Years</u>	<u>After 3-Years</u>
Classroom Aide	9.54	9.78	10.02	10.25
Special Ed. Aide	9.54	9.78	10.02	10.25
Athletic Aide	9.54	9.78	10.02	10.25
Library Aide	10.02	10.26	10.47	10.73
Hall Aide	10.02	10.26	10.47	10.73
Voc. Ed. Aide	11.22	11.48	11.68	11.96

B. Longevity. In addition to an employee's rate of pay as established by this Agreement, an employee who has reached the following years of service shall have the applicable amount added to their hourly rate:

<u>Years of Service</u>	<u>Amount (Hourly)</u>
10 - 14 years	\$ .20
15 or more years	\$ .25

C. Employees who receive certification in a job related area will receive twenty-five (\$.25) cents per hour, added to their regular hourly rate, subject to proof of certification and subject to the employee maintaining continued certification.

D. Employees, excluding vocational aides, possessing an Associates Degree in a job-related area, will receive one (\$1.00) dollar, per hour, above their regular hourly rate.