

**THE BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY OF
MUSKEGON HEIGHTS**

AND

**MUSKEGON HEIGHTS SCHOOL
ADMINISTRATORS AND SUPERVISORS**

**TEAMSTERS LOCAL 214
STATE, COUNTY AND MUNICIPAL
WORKERS**

JUNE 30, 2009 THROUGH JUNE 30, 2012

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| PREAMBLE | 1 |
| ARTICLE 1: RECOGNITION | 1 |
| ARTICLE 2: MANAGEMENT RIGHTS | 1 |
| ARTICLE 3: UNION RIGHTS | 2 |
| ARTICLE 4: UNION PROTECTION | 3 |
| ARTICLE 5: UNION DUES, FINANCIAL RESPONSIBILITY FEES AND PAYROLL DEDUCTIONS | 3 |
| ARTICLE 6: GRIEVANCE PROCEDURE | 4 |
| ARTICLE 7: EMPLOYMENT LIST | 6 |
| ARTICLE 8: TRANSFERS AND PROMOTION | 6 |
| ARTICLE 9: LAYOFF AND RECALL | 6 |
| ARTICLE 10: WORK SCHEDULES | 7 |
| ARTICLE 11: PAID LEAVE OF ABSENCE | 7 |
| A. Sick Leave | 7 |
| B. Funeral Leave | 8 |
| C. Administrative Leave | 9 |
| D. Personal Business (Two Days) | 9 |
| E. Unpaid Leave of Absence | 10 |
| ARTICLE 12: PROFESSIONAL COMPENSATION | 11 |
| A. Salary Schedules | 11 |
| B. Situational Adjustments | 12 |
| C. Insurance Protection | 12 |
| D. Mileage | 13 |
| E. Vacation | 13 |
| F. Longevity | 13 |

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| ARTICLE 13: RETIREMENT | 14 |
| ARTICLE 14: STRIKES AND LOCK OUTS | 14 |
| ARTICLE 15: DURATION OF AGREEMENT | 14 |
| ARTICLE 16: TERMINATION AND MODIFICATION | 15 |
| APPENDIX A: HOLIDAYS | |
| APPENDIX B: ADMINISTRATORS' SALARY SCHEDULE | |
| APPENDIX C: SUPERVISORY SALARY SCHEDULE | |
| APPENDIX D: PRINCIPALS' SALARY SCHEDULE | |
| APPENDIX E: LONGEVITY FOR ADMINISTRATORS WITH 12 YEARS OF SERVICE AS OF JUNE 30, 1999 | |

AGREEMENT

Agreement entered into this 12th day of January, 2010, by and between BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF MUSKEGON HEIGHTS MUSKEGON COUNTY, MICHIGAN, hereinafter called, "The Board" and TEAMSTERS LOCAL 214, representing the Supervisors and Administrators hereinafter called, "The Union".

PREAMBLE

Union recognizes that the Board, under law, has the final responsibility for establishing policies for the District. The Board recognizes the educational expertise of administrators and views the consideration of educational matters as a mutual concern.

The laws of the State of Michigan authorize public employees and public employers to enter into collective negotiations agreements concerning rates of pay, wages, hours of employment, and other conditions of employment of such public employees.

The Board and the Union desire to incorporate such understandings into a written collective negotiations agreement in the belief that such action is in the best interest of the residents of the School District of the City of Muskegon Heights, the students attending school therein, and the administrators and supervisors represented by the Union.

ARTICLE 1: RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining in respect to rates of wages, hours of employment and other conditions of employment for the term of this Agreement as certified by the Michigan Employment Relations Commission for all.

ARTICLE 2: MANAGEMENT RIGHTS

A. The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibility conferred upon and vested in it by the laws and the Constitution of the State of Michigan, United States, including, but without limiting, the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the regular school day.
2. To hire all employees, and subject to the provisions of law, determine their qualifications and the conditions for the continued employment, their dismissal, to promote or transfer such employees all in compliance with this agreement.

3. To establish grades and courses or instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To make the final selection of textbooks and other teaching materials, and teaching aids of every kind and nature.
5. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of administrators and supervisors with respect thereto, and with respect to administrative and non-teaching activities during school hours, and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules regulation furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the United States.

ARTICLE 3: UNION RIGHTS

A. The Board agrees to furnish the Union, in response to written reasonable requests from time to time, all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the union, together with information which may be necessary for the Union to process any grievance or complaint.

B. The Board will adhere to all Administrators' rights as contained in the Tenure Law.

C. No bargaining unit member shall be officially disciplined, reprimanded, discharged or required to meet and/or discuss with the Board matters of adverse evaluations or administrative performance without first having the right to Union Representation.

D. The Board recognizes the need to continually examine and assess school programs and alter them to meet the needs of an increasingly diverse student population. In undertaking such examinations and assessments, and implementing indicated alterations, the Board will actively consult the Union.

ARTICLE 4: UNION PROTECTION

- A. Formal or written complaints by a parent or a student, students, or teachers directed toward a bargaining unit member shall be promptly called to the member's attention.
- B. Bargaining unit members shall be expected to exercise care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- C. If any bargaining unit member is complained against or sued as a result of any action taken by the administrator while in pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the member in his/her defense.
- D. Time lost by a bargaining unit member in connection with any incident mentioned in this Article shall not be charged against the member.
- E. The Board will reimburse bargaining unit members for any loss, damage, or destruction of clothing or personal property of the member while on duty in the school or on the school premises, or while performing school business. This does not include automobile damage. Moreover, this does not include the theft, nor minor personal clothing damage.

ARTICLE 5: UNION DUES, FINANCIAL RESPONSIBILITY FEES AND PAYROLL DEDUCTIONS

- A. Any employee of the Board who is a member of the Union on the effective date of this Agreement and any employee who becomes a member thereafter shall, as a condition of employment, continue membership for the duration of this Agreement.
- B. Any employee as defined in Article 1, who is not a member of the Union on the effective date or any administrator hired after the effective date of this Agreement shall be required within thirty (30) days thereafter to become a member of the Union or pay to the Union through the check-off procedure, a service fee equal to the regular monthly dues so long as he/she remains a non-member, during the terms of this Agreement.
- C. In the event that such employee does not comply with Sections A or B above, by signing the authorization for payroll deductions as provided by the Union, the Board at the request of the Union shall terminate the employment of such administrator. The parties expressly recognize that the failure of said employee to comply with this Article is just and reasonable cause of discharge.
- D. The procedure in all cases of discharge for violation of this Article shall be as follows:

1. The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) working days for compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
2. If the employee fails to comply, the Union shall file charges in writing with the Board and shall request termination of employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
3. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges. In the event of compliance at any time prior to discharge, charges shall be withdrawn. The Union, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Union dues and/or service fee.

E. Pursuant to such authorization for payroll deduction for Union dues or service fee, the Board shall deduct once each month from the first salary check for each employee upon appropriate written authorization from the employee.

F. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Union dues or service fees, the Board agrees to remit such deductions for the calendar month to such address designated to the designed financial officer of the Union, with an alphabetical list of the names and addresses all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

G. The Board shall additionally indicate the amount deducted and notify the financial officer of the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

H. The Union agrees to indemnify and save the Board, including each individual school board member, harmless against any and all legal claims, demands, costs, suits or other forms of liability that may arise out of or reason by the Board for the purpose of complying with the foregoing Agency Shop provision.

ARTICLE 6: GRIEVANCE PROCEDURE

- A. Step 1: The grievance is presented to the Director of Human Resource within fifteen (15) working days following the date the event first

occurred; and:

- i. The steward and/or Business Representative of the Union is given the opportunity to be present at the discussion; and
 - ii. Any settlement reached must be between the Business Representative and the Board and may not be contrary to any of the terms of this Agreement.
- B. Step 2: If the grievance is not then settled, it shall be reduced to writing on a grievance form and presented to the Director of Human Resources for a written answer. Such representation shall be made within five (5) working days after the discussion in Step 1 above, and the answer shall be given within five (5) working days after receipt of same.
- C. Step 3: If the answer of the Director of Human Resources is not satisfactory, the Union may present the grievance to the Superintendent not more than five (5) working days following the answer of the Director of Human Resources in the paragraph above. Upon receipt of the grievance, a meeting shall be arranged to discuss the grievance. The decision of the Superintendent shall be given in writing, within five (5) workings days thereafter.
- D. Step 4: If the grievance is still unsettled, the Union may, within thirty (30) days after the written reply of the Board's representative, request arbitration by written notice to the Board.
- E. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Board and the Union according to the FMCS rules and regulations, after notice has been given. If the parties fail to agree to an arbitrator, an arbitrator will be selected by FMCS in accordance with its policy.
- F. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.
- G. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Board and the Union. However, each party shall be responsible for compensating its own witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other party and the arbitrator.

ARTICLE 7: EMPLOYMENT LIST

A. The Board agrees to provide Union's President with a list of all employees, as defined in Article 1, within thirty (30) days after the effective date of this Agreement employed by the Board. Such list shall set forth the names, job titles, dates employed, and addresses of each bargaining unit member and it shall serve as a seniority list for the Union.

B. The Board shall notify the Union President of any changes (i.e., new hires, transfers, deletions, etc.)

ARTICLE 8: TRANSFERS AND PROMOTION

A. Board recognizes that it is desirable in making assignments to consider interest and desire of the bargaining unit members. A notice of all vacancies and newly created positions under consideration to be filled will be sent to all bargaining unit members on or before the 10th of the following month in which the vacancy and/or newly-created position(s) became open. Such notice shall set forth the position(s), location and academic qualifications and other requirements for the position(s). Eligible bargaining unit members interested in applying for a position shall make written requests on forms furnished by the Board, a copy of which shall be sent to the Superintendent and one copy to the Union Steward. Bargaining unit members shall be considered for such vacancy or new position prior to offering the position outside the bargaining unit.

B. In the event that the Board decides to fill the position from within the bargaining unit, length of service, as well as preparation, qualifications and experience shall be factors in the selection. All applications from within the bargaining unit to be considered, shall be filed with the Director of Human Resources by the due date as stated on the posting.

C. All vacancies shall be awarded or denied within forty-five (45) calendar days after the end of the filing period; provided, however, if the position is filled from within the bargaining unit, the transfer shall not take effect until as soon as practicable thereafter, taking into consideration educational process and interference of the school system. The transfer shall be made no later than the beginning of the next school year.

ARTICLE 9: LAYOFF AND RECALL

If it becomes necessary to reduce the work force during the term of this Agreement, the Superintendent or designee shall meet with the Union's Chairperson and a committee of two (2) representatives of the Union. The purpose of the meeting shall be to review the reasons and necessity for such reduction and to develop a procedure to establish the most equitable and feasible method of layoff and recall through meaningful discussion.

ARTICLE 10: WORK SCHEDULES

A. ADMINISTRATORS' WORK SCHEDULES

| <u>Assignment</u> | <u>Report By</u> | <u>Leave No Earlier Than</u> |
|---|------------------|------------------------------|
| Elementary, and Middle Schools | 7:45 a.m. | 4:00 p.m. |
| Senior High School - | 7:30 a.m. | 4:00 p.m. |
| Central Office (Mondays through Fridays) | 8:00 a.m. | 5:00 p.m. |

All administrators should remain for a sufficient period after the close of the school day to attend to those matters which properly require attention at the time. Scheduled staff meetings, parent teacher or administrator conferences and provision for proper supervision of student activities, shall be excluded from the above time limitations. The above beginning and ending times may be changed to fit scheduling needs provided that the total time between the start and finish remain the same.

B. SUPERVISORS' WORK SCHEDULE

Appendix A - Supervisors' Work Schedule

ARTICLE 11: PAID LEAVE OF ABSENCE

A. Sick Leave.

1. Each bargaining unit member employed by the Board, shall be allowed a maximum of twelve (12) school days sick leave each year at the earned -- rate-of-one (1) day-per month of employment.
2. A doctor's certificate may be required as evidence of illness.
3. No sick leave may be used by a bargaining unit member before he/she has earned such sick leave.
4. Deductions made for illness when the member has not accumulated sick leave to cover the illness shall be repaid to the member at the end of the employee's work year, provided that the sufficient days have been accumulated to cover such sick leave.

5. Deductions shall be made on a per diem basis for forty (40) work weeks or 200 days.
6. Each bargaining unit member is allowed six (6) days of the twelve (12) days sick leave in case of critical illness of a member of the immediate family. The Board may require a doctor's certificate as evidence that the illness is critical.
7. Unused sick leave shall be cumulative up to a maximum of 200 days.
8. One-half (1/2) of the unused sick leave shall be paid to the member upon retirement; or, in the case of death, at the current rate of pay, to the bargaining unit member's designated beneficiary.
9. Bargaining members shall be notified of accumulated sick days at the beginning of each school year.
10. Bargaining unit member is allowed one day for the birth or legal adoption of a child.
11. Any member whose personal illness extends beyond the period compensated for by sick leave pay shall be granted a leave of absence without pay for such time as is necessary for complete recovery but not to exceed two (2) years. All medical leave must be confirmed by a doctor's statement. Such leaves may be extended at the discretion of the Board.
12. Maternity leave shall be treated as a sick leave within the provisions of this section.

B. Funeral Leave.

1. Not deducted from sick leave.
2. Each employee is allowed five (5) days absence for a death in the immediate family: mother, father, brother, sister, son or daughter, wife, husband, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchild, or a member of the employee's household.
3. Each employee is allowed one (1) day to attend the funeral of a relative, i.e., uncle, aunt, nephew, niece, or cousin.

C. Administrative Leave.

Leaves of absence with pay not chargeable against the member's allowance shall be granted for the following reasons:

1. Absence when a member is called for jury service and must serve because the Superintendent cannot get a release.
2. Court appearances as a witness in any case connected with the member's employment by the Board.
3. Approved visitation at other schools or attending union meetings.
4. Religious observances not to exceed two (2) days for special denominations, subject to the approval of the Superintendent.

D. Personal Business (Two Days).

1. There are certain business, civic or legitimate business details which must be done during the time schools are normally in session. Personal leave of two (2) days is provided for such emergencies. The following are the restrictions:
 - a. The Superintendent of Schools must be informed three (3) days in advance of a known absence, except emergencies.
 - b. It should not be construed that nursing or babysitting services are covered by this provision.
 - c. Absences should not be taken on opening days of hunting seasons or immediately before or after a vacation or holiday.
2. The following are examples of personal business:
 - a. Emergencies and catastrophes (fire, accidents, etc.).
 - b. Required appearances in court or other legal matters.
 - c. Marriage or graduation of an employee or of the immediate family.
 - d. Other reasons, at the discretion of the Superintendent, which cannot be delayed unless to the detriment of the welfare of the employee.
 - e. For authorized union business.

3. Unused personal leave days may be banked with unlimited accrual. Such banked personal leave days may be converted to sick leave by written request, upon depletion of all sick leave.
 4. Unused personal leave days shall be compensated at the rate of Fifty Dollars (\$50.00) per day upon retirement; or, in the case of death, to the bargaining unit member's beneficiary.
 5. Any member called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding, shall be paid his/her full salary for such time.
- E. Unpaid Leave of Absence.

Sabbatical Leave

1. Members of this bargaining unit shall be granted a sabbatical leave based on the following criteria: The bargaining unit member must have been employed in the District seven or more years.
2. The bargaining unit member must participate in one of the following while on sabbatical leave:
 - a. A program at an institute of higher education, not necessarily a degree program.
 - b. A program of internship with business, industry or education.
 - c. Other endeavors as pre-approved by the Superintendent.
3. Any period spent as sabbatical leave shall be treated as service to the District for purposes of applying seniority and the salary schedules set forth in Appendices B and C of this Agreement. The bargaining unit member will receive medical insurance, at the two-person rate, term life insurance as provided in this Agreement, and a stipend of Five Hundred Dollars (\$500.00) each semester. At no time shall more than one (1) administrator and/or one (1) supervisor be on a sabbatical leave at one time.
4. Bargaining unit members receiving such leave will continue their

employment with the District for a period of one (1) year following the leave. Bargaining unit members who do not return to the District for employment after such leave will repay to the Board the cost of fringe benefits paid during the leave, except that if the reason for not returning is beyond the control of the bargaining unit member, such as personal or family ill health or tragedy.

5. Upon return from sabbatical leave, the bargaining unit member shall be restored this/her former position or accept a voluntary transfer to another position.
6. Applicants are required to submit written application for sabbatical leave not later than March 1st in the year preceding the leave.
7. Applicants will be granted sabbatical leave in chronological order according to date of application. The Board reserves the right to deny sabbatical leave.

ARTICLE 12: PROFESSIONAL COMPENSATION

A. Salary Schedules.

1. Administrators: See Appendix B
2. Supervisory: See Appendix C.
3. Principals: See Appendix D.
4. The Superintendent shall be allowed to reduce the normal work year provided the following conditions are met:
 - a. Notice of such reduction is provided to the administrator at least thirty (30) days prior to the start of the school year affected by the change or within two (2) weeks following receipt of the State Aid Formula, whichever comes latest.
 - b. Such reduction is made for reasons of a bona fide change in the school program or an inability of the Board to pay the salary increase.
 - c. No reduction shall leave an administrator with a work year of less than the school year plus two (2) weeks.
 - d. No reduction shall reduce an administrator's salary to a level

below his/her previous year's salary.

B. Situational Adjustments.

1. General. The Superintendent may at his/her discretion recommend to the Board a salary adjustment based on factors unique to a particular assignment. This index adjustment shall not exceed five per cent (5%) of his/her yearly salary, if granted by the Board.
2. Two Buildings. Each administrator assigned to two buildings for a full year or portion thereof (in excess of two (2) weeks) shall have one-sixth (1/6) of base salary added to his/her salary for all weeks in which the situation exists.
3. Membership Fees. The Board agrees to reimburse each administrator up to One Hundred Dollars (\$100.00) per year for membership fees in any state or national professional organization.
4. Tuition Costs. The Board agrees to reimburse administrators the tuition cost for one class per semester. Reimbursement will be contingent on successful completion of class.

C. Insurance Protection. The Board agrees to furnish all administrators with the following insurance protection:

1. Hospital-Medical

- a. The Board shall provide without cost to the member, medical insurance substantially comparable with that received by the Muskegon Heights Public Schools Teachers Association, through Priority Health, for a full 12-month period for each year of this Agreement. (The obligation of the Board to provide the above insurance to any member shall, notwithstanding this section, terminate at the end of the month following the month in which the member's services were terminated, if the termination breaks the employment relationship. However, if the termination occurs at the end of the school year, the insurance will be continued for the full twelve-month contractual period).
- b. Members not wishing such health insurance subsidy through the school may apply the equivalent of the medical protection of an individual member's single subscriber premium toward any of the medical options, or deposited in an annuity program. The Board

agrees to provide to employees, upon request, a list of the annuity programs in which the District currently participates.

- c. If a husband and wife are both employees of the Board, one will be eligible for full family medical coverage and the other single subscriber option equivalent.
2. Dental. The Board shall provide the Lincoln Financial Group. For all members of the bargaining unit and their eligible dependents to the extent provided the Muskegon Heights Affiliate of the M.E.A.
 3. Life Insurance The Board shall provide each bargaining unit member with \$50,000 of life insurance in accordance with the language of this Agreement. This amount is in addition to the life insurance provided in the medical insurance program.
 4. Vision. The Board shall provide each member with the vision care Ameritas Life Insurance Corporation.
- D. Mileage. The bargaining unit members shall receive mileage per Board policy.
- E. Vacation.
1. Elementary Building Principals: Elementary Building Principals' vacations will coincide with the start and end of the school year. Principals' vacations shall start one week after school officially closes for the students and they will return to work two (2) weeks before school officially begins for the students.
 2. Directors/Supervisors: Each director/supervisor in the bargaining unit shall be entitled to four (4) weeks vacation each year. If it is not possible to take such vacation, it shall accumulate from year to year to a maximum of eight (8) weeks or may be paid at the end of the year in which it was earned, at the option of the employee.
 3. Middle and High School Principals: Middle and High School Principals have a 48-week contract and as such may be absent for (4) weeks in the summer.
- F. Longevity.
1. Administrators who are eligible for and receiving longevity as of the effective date of this Agreement, shall continue to receive longevity payments pursuant to the provisions of Appendix E. They shall not receive experience payments as contained in Appendix D.

ARTICLE 13: RETIREMENT

Any bargaining unit member, between the age of 55 and 64 who elects to retire from the School District of the City of Muskegon Heights shall receive from the Board an amount equal to that which the bargaining unit member is required to pay in purchasing the Michigan Public School Retirement System Hospital-Medical Program.

ARTICLE 14: STRIKES AND LOCK OUTS

A. The Union agrees to follow the statutory law in regards to Public Employee Strikes.

B. During the term of this Agreement, the Board agrees it will not lock out any employee covered by this Agreement.

ARTICLE 15: DURATION OF AGREEMENT

A. This Agreement shall become effective upon the approval of the Board and the Union and shall continue in effect to and including June 30, 2009.

B. Notwithstanding the foregoing however, this Agreement shall not become effective unless and until:

1. The Board is notified by the Union that the Agreement has been accepted.
2. The Agreement is approved by the Board by resolution duly adopted.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in individual administrator or supervisor's contract heretofore in effect. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other.

ARTICLE 16: TERMINATION AND MODIFICATION

A. This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual bargaining unit member's contract heretofore in effect.

B. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon written request by either party to the other.

C. This Agreement shall be in effect as of June 30, 2009, and shall remain in full force and effect until 11:59 p.m. on June 30, 2012.

D. If either party desires to amend or modify this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

E. If neither party shall give such notice, this Agreement shall remain in effect from year to year thereafter, subject to notice of amendment or modification by either party, upon sixth (60) days written notice prior to the current year's termination date.

F. Such notices shall be sufficient if sent by certified mail and addressed:

If to Union: Teamsters Local Union # 214
2825 Trumbull Avenue
Detroit, MI 48216-1290

If to Board: Superintendent/Director of Human Resources
School District of the City of Muskegon Heights
2603 Leahy Street
Muskegon Heights, MI 49444

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the date above written.

BOARD OF EDUCATION
SCHOOL DISTRICT OF THE CITY
OF MUSKEGON HEIGHTS

By [Signature]

Its Supr of Schools

By _____

Its _____

MUSKEGON HEIGHTS SCHOOL
ADMINISTRATORS AND SUPERVISORS
TEAMSTERS LOCAL 214

By Robert P. Vagstad 12/2/08.

Its Business Representative

By Edward Casey

Its Steward

APPENDIX A

Holidays

New Years Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Years Eve Day
Good Friday (the hours school is not in session)

Holiday Eligibility

Must have completed sixty (60) calendar days of employment prior to the holiday and worked the last scheduled day after the holiday. For the purpose of eligibility, hours paid will be considered hours worked.

APPENDIX B

Administrators' Salary Schedule

| <u>Position</u> | <u>2006/2007</u> | <u>2007/2008</u> | <u>2008/2009</u> |
|---|------------------|------------------|------------------|
| Director of Special Education | 67,238 | 68,583 | 69,955 |
| Director of Technology | 73,138 | 74,601 | 76,093 |
| Director of Adult/ Community Education | 58,886 | 60,064 | 61,265 |

APPENDIX C

Supervisors' Salary Schedule

| <u>Position</u> | <u>2006/2007</u> | <u>2007/2008</u> | <u>2008/2009</u> |
|--|------------------|------------------|------------------|
| Director CMT | 52,083 | 53,125 | 54,188 |
| Supervisor Custodians | 38,823 | 39,599 | 40,392 |
| Pupil Drop-Out Prevention Specialist | 0 | 47,633 | 48,586 |
| Athletic Director/ Assistant Principal | 0 | 63,488 | 64,758 |
| State & Federal Coordinator | 0 | 69,360 | 70,747 |
| Math & Science Coordinator | 61,240 | 62,465 | 63,714 |

