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MASTER AGREEMENT
BETWEEN THE
WALLED LAKE FOREMEN'S ASSOCIATION
AND THE
WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
BOARD OF EDUCATION
1986 - 1990

Walled Lake Consolidated School

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BETWEEN THE
WALLED LAKE FOREMEN'S ASSOCIATION
AND THE
WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
BOARD OF EDUCATION

1986-90

This agreement entered into this first day of July, 1986, by and between the Board of Education of the Walled Lake Consolidated School District, County of Oakland, Michigan, hereinafter called the "Board" and the Walled lake Foremen's Association hereinafter called the "Association".

WITNESSETH: Whereas the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its personnel with respect to hours, wages, and terms and conditions of employment, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965 for all foremen. All personnel represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "foremen" and reference to male personnel shall include female personnel where applicable.
- B. The Board agrees not to negotiate with any foremen's organization other than the Association for the duration of the agreement.

ARTICLE II - EMPLOYEES' RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discharge or deprive or coerce any foreman in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any foreman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, or collective professional negotiations with the Board
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board.

ARTICLE III - PROBATION

- A. Employees will be placed on probation for sixty (60) calendar days during which time the Board shall have the sole right to discharge, discipline, transfer, demote, or lay off said employees for any reason, without regard to the provision of this Agreement, and no grievance shall arise therefrom. If at the end of this period his work has been satisfactory, he will receive a permanent assignment. Normally, a new employee will be placed on Step I of the salary schedule; however, a new employee may, within the sole discretion of the Board, be granted credit on the salary schedule for experience elsewhere provided this experience is related to the work that he would be doing for the Walled Lake Schools. His date of employment, extra pay for night work and his vacation pay will begin as of the first day of his probationary period provided he receives a permanent assignment.
- B. A bank of two (2) sick leave days will be granted an employee after he has successfully completed his probationary period provided he has not been absent from work for any reason during the sixty (60) day probationary period.
- C. If at the end of sixty (60) calendar days his work performance or his attitude toward his job has been unsatisfactory, he will be released. However, the Board of Education reserves the right to release a probationary employee prior to the end of his probationary period should they feel this would be to the best interest of the school.
- D. The Board of Education at its discretion may extend the probationary period for another thirty (30) days if they deem this advisable. If at the end of the second thirty (30) day probationary period the employee is granted a regular assignment, he will be given a bank of three (3) sick leave days provided he has not been absent for any reason during the ninety (90) day period.
- E. It will be the joint responsibility of the building principal and the Executive Director of Auxiliary Services to determine if a new employee's work has been satisfactory or unsatisfactory during the probationary period.
- F. The Walled Lake Foremen's Association will be notified whenever a new employee has completed a successful probationary period and is assigned to a position, and will be informed of step of salary schedule to which new employee has been assigned.

ARTICLE IV - COMPENSATION

1985-86 SALARY SCHEDULE

	<u>STARTING RATE</u>	<u>AFTER 1 YR</u>	<u>AFTER 2 YRS</u>	<u>AFTER 3 YRS</u>
High School	\$19,905.60	\$20,280.00	\$20,633.60	\$21,882.60
Junior High & Warehouse	19,136.00	19,468.80	19,864.00	20,654.40
Mechanic	22,755.20 *1			
Maintenance	22,755.20 *2			

Hourly rates for computing overtime pay will be the employees yearly salary divided by 2,080 hours.

1986-87 SALARY SCHEDULE

	<u>STARTING RATE</u>	<u>AFTER 1 YR</u>	<u>AFTER 2 YRS</u>	<u>AFTER 3 YRS</u>
High School	\$21,099.94	\$21,496.80	\$21,871.62	\$23,195.56
Junior High & Warehouse	20,284.16	20,636.93	21,055.84	21,893.66
Head Mechanic	24,120.51 *1			
Maintenance	24,120.51 *2			

Hourly rates for computing overtime pay will be the employees yearly salary divided by 2,080 hours.

- *1 Mechanic Foremen have a Master Truck Mechanic Certificate issued by the Michigan Department of State, Bureau of Auto Regulation shall be paid an additional stipend of \$1,040.00 per year.
- *2 Maintenance Foremen having a Journeymen's License in electrical, plumbing, heating or refrigeration issued by the State of Michigan and/or the City of Detroit or by another municipality whose license states therein "reciprocal with the City of Detroit", and a certified boiler welder will be paid an addition stipend of \$1,040.00 per year.

Maintenance foremen having a Master and Unlimited Contractors in electrical plumbing or an unlimited contractors license in heating and refrigeration shall be paid an additional stipend of \$2,080.00 per year.

- B. The Board of Education reserves the right to make any additions, reductions or other changes which may be necessary from time to time because of economic conditions or other conditions which would result in a lowering of school income. Should this occur, the Association will be notified and the Association will be allowed to work co-operatively with the school administration to resolve this problem.

COMPENSATION - CONTINUED

- C. A day of vacation will be granted to those employees who work on a day when school is canceled because of inclement weather. This section refers only to those instances when school is canceled prior to students coming to school, and does not include those days when students come to school but are dismissed early because of inclement weather. The Executive Director of Auxiliary Services will determine at the start of the school year those employees selected to come to work on inclement weather days. The intent is that a full complement of custodial staff will not be called in on this day. Those employees who have been selected to come to work on an inclement weather day and who do come in and work on this day will in addition to being paid their regular hourly rate, also be given a vacation day provided they work eight (8) hours. Those employees not selected to come in to work on days when school is canceled because of inclement weather will not have to report for work, but will receive pay for that day. Those employees who earn additional vacation days for working on inclement weather days shall have the option of being paid for the day or using the vacation day. The employee must choose the option during the pay period in which the day is earned.

ARTICLE V - OVERTIME

- A. Overtime pay begins after an employee has worked eight (8) hours that day and provided that by the end of the week he will have worked at least forty (40) hours. If during this period of one week he has been absent due to illness, this will be considered that he has been working as far as overtime is concerned, providing he has sick leave to cover his absence.
- B. Emergency Overtime:
1. Overtime pay will be permitted in instances where an emergency situation arises which must be given immediate attention. In such cases, overtime work must first receive the approval of the Executive Director of Auxiliary Services. If he cannot be reached, the Building Principal or Superintendent should be contacted in the order listed.
 2. Failure to obtain permission to do emergency overtime work may result in non-payment.
- C. Overtime resulting from use of buildings by outside groups:
1. Overtime created by outside activities shall be done by full-time employees on the staff of the building affected whenever possible, and it shall be the responsibility of the foreman to see that this is done on a rotating basis. An exception to this might be special events such as theatrical presentations or football games where special knowledge of mechanical equipment would require a trained person.

A list of volunteers for overtime work shall be maintained by the foreman for both their own building and/or the district as a whole. The foreman may also take part in such overtime on a seniority, rotating basis. Volunteer employees on the staff of the building affected will be given the first opportunity for such overtime on a rotating, seniority basis. Should no one on the volunteer list of the affected building want the overtime, it will be offered to employees on a district-wide volunteer list on a rotating, seniority basis. Should no one on either volunteer list want the work, it shall be assigned to an employee within the affected building.
 2. A maximum of one man-hour of overtime will be allowed for clean-up after use of facilities by outside groups. This will be allowed only when it is necessary to do clean-up on overtime. If clean-up will require more than one hour of overtime, the office of the Executive Director of Auxiliary Services must be informed by the building foreman prior to the activity taking place.
 3. Authorization of overtime for outside activities is granted only by the Executive Director of Auxiliary Services.
- D. Substitute Overtime:
1. When night employees are absent from work and when employees from the foremen's staff are filling in as a substitute, they must alternate the four hour shifts so that an employee is in the building until 11:45 p.m.
 2. The building principal will be responsible for hiring substitutes in cooperation with the building foreman.
- E. Rate of Pay - Time and one-half the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours during any work week and including Saturday.

ARTICLE V - OVERTIME - CONTINUED

Sunday Work - All work performed on Sunday except building check shall be at the double-time rate of pay.

Holidays - If an employee works on any of the holidays listed, he shall be paid in addition to his holiday pay double time for all hours worked except for regular building check.

- F. Full-time employees on the staff who do substitute work will be permitted a maximum of four hours per day of overtime work only.
- G. For Saturday and Sunday building checks, Walled Lake Western and Walled Lake Central High School Foremen will be paid for 1-1/2 hours at time and one-half rate and the foremen of the Walled Lake Junior High and C. H. Smart Junior High will be paid for 1-1/4 hours at time and one-half rate. Buildings will be checked on Sunday during the regular school year. During the heating season, each secondary foreman will check the building on Saturday when requested by the Board of Education. The Executive Director of Auxiliary Services and the Facilities Manager will be responsible for determining the beginning and ending dates of the heating season.
- H. In those instances when a foreman is called from home to take care of an emergency he will be guaranteed pay for two (2) hours should time to repair the emergency require less than two (2) hours. He will be paid at overtime rate provided he works more than eight (8) hours that day and more than forty (40) hours that week. This guaranteed pay for two (2) hours is not granted unless it is done as overtime. Also, it is not granted in those instances where the foreman's overtime is performed at the beginning or end of his regular time schedule. This term of the agreement is included to cover those instances when the emergency overtime causes undue inconvenience to foremen by calling them from home at a time which in some way is not just an extension of their regular time schedule either at the beginning or at the end. Overtime begins when the foreman arrives at the school. Overtime ends when the foreman leaves the school for home.
- I. The Board reserves the right to required employees to work overtime except on holidays as listed in Article VI of this agreement. Only in cases of severe emergency, such as extensive vandalism or extreme weather damage, should employees be required to work on holidays.

ARTICLE VI - HOLIDAYS

A. For 1986/87, time off with pay will be given for the following holidays:

July 4

Labor Day

Thanksgiving Day

Friday following Thanksgiving

December 24

December 25

December 26

January 1

January 2

Good Friday

Easter Monday

Memorial Day

B. When holidays fall on Sunday, time off will be given the next day, Monday, provided it is a legal school holiday.

ARTICLE VII - VACATIONS

A. All vacation days will be based on the following schedule:

- 0 through 1 year - prorated based on 10 days
- 1 through 4 years - 10 days
- 5 years - 11 days
- 6 years - 12 days
- 7 years - 13 days
- 8 years - 14 days
- 9 years - 15 days
- 10 years - 16 days
- 11 years - 17 days
- 12 years - 18 days
- 13 years & over - 20 days

- B. Foremen may take their vacation any time school is not in session, with the approval of the Executive Director of Auxiliary Services with two weeks notice prior to vacation use. Vacation days may be taken during the time school is in session only with approval of the Executive Director of Auxiliary Services.
- C. Under no circumstances will an employee be allowed to take more than his accrued vacation days as of the date his vacation begins. An employee will not be allowed to combine one year's vacation with another year's vacation.
- D. Vacation leave with pay will be paid at the employee's regular base straight-time rate of pay.

ARTICLE VIII - INSURANCE

- A. Effective December 1, 1986, the Board of Education will pay hospitalization insurance up to a full family coverage in the Super Med II with MESSA Care Rider Plan with \$.50 PDR or comparable coverage. A new employee is eligible to enroll within sixty (60) days of employment. To be eligible for this benefit an employee must have completed his probationary period and be assigned as a full-time employee. An employee on probation can take out health insurance through the school during the period provided he pays the full cost himself.
- B. Employees will not be allowed to receive this health insurance benefit from the Walled Lake Schools and have their spouse secure similar health insurance benefit from another employer. Failure to comply with this regulation will result in loss of this benefit by the employee of the Walled Lake Schools.
- C. The Board of Education shall provide liability insurance protection for any foreman who is sued as a result of fulfilling his responsibility as an employee of the school district. The amount of protection is not to be less than \$5,000,000.
- D. Life Insurance - The Board shall select the insurance carrier and support the cost for the Foremen of twenty thousand dollars (\$20,000) group term life insurance. Such program shall pay to the employee's beneficiary the sum of twenty thousand dollars (\$20,000) upon death. Insurance coverage will be terminated on the date an employee is no longer employed by the Walled Lake School District. Employees will not receive coverage for life insurance during a granted leave of absence. Coverage for new employees shall become effective the first of each month following completion of a satisfactory probationary period, provided the necessary enrollment forms have been filled out and filed with the Business Office.
- E. An employee's health insurance premium will be paid by the Board of Education after sick days and vacation days have expired should the employee be so sick or injured as to be unable to return to work. The conditions governing the eligibility of an employee for this benefit and the extent of the benefit are as follows:
1. An employee must have been with the school district for at least one year.
 2. Payment of this benefit for the employee will be according to the following schedule:
 - a. For an employee who has been with the school district for one year but not exceeding two years, the Board of Education will pay the health insurance premium for one month.
 - b. For an employee who has been with the school district two years but not exceeding three years, the Board of Education will pay the health insurance premium for two months.
 - c. For an employee who has been with the school district for three years and longer, the Board of Education will pay for health insurance premium for three months.
 3. Following a return from sick leave, an employee must work six (6) months of uninterrupted time to be eligible for coverage by Article VIII, Section E of the Agreement.
 4. Inability to return to work will be confirmed by a physician selected by the school administration.

ARTICLE VIII - INSURANCE - CONTINUED

- F. The Board shall provide, at no cost to the employee, Delta Dental Plan 75/75/60 if the employee has no other access to dental insurance or 50/50/50 if the employee has access to dental insurance.
- G. Effective January 1, 1982, the Board shall provide, at no cost to the employee, the MESSA Vision Plan I.
- H. The Board of Education shall provide, at no cost to the employee, the following long-term disability coverage.

A monthly benefit of 2/3 of monthly earnings, not to exceed \$1,000.00 per month, to the employee who is unable to work due to extended absence as a result of sickness or injury. The benefits shall commence after six (6) months of such absence and will be payable to the employee until return to work, retirement, or death.

For the purposes of this long-term disability coverage, monthly earnings shall be the employee's regular annual salary divided by twelve (12) months. Further, the amount for which the employee is eligible or has received from the insurance carrier will be reduced by any primary or secondary remuneration received during the benefit period from the employer, the Michigan Public Schools Employee's Retirement Fund, the Federal Social Security Act, Veterans Benefits or other such pensions.

- I. The Board of Education shall provide worker's compensation benefits to those employees eligible as defined by Michigan Law. The use of sick leave days to supplement the employee's income while on worker's compensation is defined as follows:

Worker's Compensation Supplement: Should an employee be absent from work and be receiving worker's compensation, the Board of Education will pay to the employee the difference between the amount paid by Worker's Compensation Insurance and the employee's regular daily rate. The supplemental pay will be charged to the employee's sick leave accumulation proportionately for a period equivalent to the nearest half day. In no case will the Board of Education Supplement extend beyond the individual employee's accumulated sick leave earned as of the last day of work.

The employee must notify his employer, in writing, if sick leave days are not to be used to supplement worker's compensation.

ARTICLE IX - SICK LEAVE

- A. Employees will accumulate sick leave at the rate of one day per month with accumulation being unlimited. Sick leave may be used for personal sickness or death in the immediate family of the employee. Before payment for sick leave is made, the school administration has the right to request a doctor's statement to verify illness should it be deemed necessary.
- B. Two days of sick leave each year may be used as Business Days with the Administration having the authority to approve or disapprove one of the two days based on need as presented by the employee. This one Business Day is to be used only for matters that cannot be taken care of outside of working hours such as legal matters, mechanical breakdown of transportation or home utilities (furnace, well, pump, etc.).

All requests must be in writing except when an emergency situation prevails, approval may be obtained by telephone with a follow-up letter stating the date and reason for being off.

The second Business Day may be used by the employee as he or she chooses. Written request for the day off must be received in the office of the Executive Director of Auxiliary Services at least three (3) days before the day the employee wishes to be off. Request will be granted only when there is sufficient number of substitute employees to cover the work load.

The day before and the day after a paid holiday or a scheduled vacation day cannot be used as a Business Day.

- C. At the option of the employee, vacation days may be utilized for sick leave days after his personal accumulation has been expended with proper notification to the Executive Director of Auxiliary Services.
- D. When an employee is off due to sickness, the employee may return to the same position held before sickness provided the employee returns to work before sixty (60) working days have lapsed following the last day of the employee's accumulated sick leave.
- E. Funeral Leave - each full-time employee shall be entitled to leave with pay in the following cases without charge to his sick or business leave bank; death in the immediate family of the employee and/or spouse for a period not to exceed three days. Immediate family shall mean mother, father, brother, sister, child, spouse, mother-in-law, father-in-law, grandchild, and/or grandparents. Additional time beyond three (3) days for death in the immediate family if granted by the Executive Director of Auxiliary Services will be charged to sick leave.

ARTICLE X - LEAVE OF ABSENCE

- A. Upon approval by the Board of Education, leave of absence may be granted without loss of seniority provided employee can show good cause for such request.
- B. A foreman who is called to jury duty shall receive the difference between his **regular** salary and the jury fee with no loss of accumulated sick leave for each **day** the employee serves on the jury providing the employee cooperated with **administration** in seeking to be excused from such service and provided the jury **duty** interrupts the work schedule in which case the employee will work all or part of the schedule not interrupted by jury duty.
- C. The school district reserves the right to require an employee to take a health leave of absence pursuant to this Section at any time during the employee's pregnancy if the employee is unable to satisfactorily perform her assigned duties. A seniority employee who has earned seniority at the time the leave is to commence who is unable to perform her assigned duties shall, at the written recommendation of a physician, be granted a maternity leave of absence without pay or fringe benefits for the duration of said disability up to one (1) year. A written request for such a leave must be submitted to the Executive Director of Auxiliary Services as soon as possible after the pregnancy has been determined. When the employee can furnish her physician's statement certifying her fitness to perform her assigned duties and the expected delivery date, she shall be allowed to continue to work provided that the school district reserves the right to require whatever additional medical certification of the employee's fitness to perform her assigned duties that it deems necessary. At least thirty (30) days prior to the expiration of the leave, the employee shall notify the school district in writing of her intent to return to work accompanied by a written statement for a physician certifying the physical and mental fitness of the employee to fulfill her duties. Upon expiration of the leave, the employee will be eligible for re-employment for the first opening for which she will be qualified. Upon return the employee will be credited with any unused sick leave held at the start of the leave and will be placed on the same position of the current salary schedule that was held at the start of the leave. Seniority shall not accumulate during such leave. No benefits of any kind will be earned by, or accrued during such leave. No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this Article.

ARTICLE XI - WORK SCHEDULE

- A. The work schedule for all employees will consist of forty (40) hours per week, over a period of five (5) consecutive days. The five consecutive days may fall between Monday and Saturday.
- B. The time schedules of all foremen will be determined by the Executive Director of Auxiliary Services. The Executive Director of Auxiliary Services will consult with the building principal before a final decision is made. Work schedules for all foremen will be posted in each building.
- C. As soon as possible, an employee should contact his building principal when he is going to be absent from work. This should be done in ample time to allow the principal to secure a substitute. Should the employee fail to notify his principal that he will be absent from work, he will not receive a salary for the days he is absent from work without prior notification. It is realized that in some cases there may be extenuating circumstances that could prevent proper notification. In such cases, the Executive Director of Auxiliary Services will decide whether payment of salary should be made.

ARTICLE XII - MEDICAL EXAMINATION

- A. The Board may, at its discretion, require that employees submit to physical and medical tests and examinations by a Board-appointed doctor when such tests and examinations are considered to be of value to the Board in maintaining a capable work force, employee health and safety, etc., provided however, that the Board will pay the cost of such tests and examinations. The reports of such tests and examinations will be provided to the Board by the employee.
- B. If the physician reports that the employee is unqualified to perform his duties, the employee shall be required to take a mandatory medical leave of absence.
- C. The Board, may, at its discretion, require an employee who loses time from work because of illness or injury or is on a voluntary or mandatory medical leave of absence to submit to physical and medical tests or examinations by a Board-appointed doctor for purposes of determining whether an employee is qualified to work.

ARTICLE XIII - TRANSFERS AND PROMOTIONS

A. Transfers

1. Whenever foreman vacancies occur, a notice of this vacancy will be sent to each school building for posting. At the same time, it will request any employees who are interested in this job vacancy to contact the Executive Director of Auxiliary Services within a certain period of time.
2. Before transfers will be made, approval must be obtained from the Executive Director of Auxiliary Services.
3. In ruling on an employee's request for transfer, the Board will give due consideration to seniority, qualifications, job performance and attendance, and when qualifications, job performance and attendance are judged to be equal, the employee with the greatest seniority will be selected for transfer.
4. Any employee approved for transfer will be given a ten (10) day trial period at the end of which it will be necessary for him to accept or reject such transfer. If the employee decides to accept such transfer, he will not be able to return to the job from which he transferred should this job be filled.

B. Promotions

1. Job vacancies which are to be filled by promotion of present employees will be handled in the manner hereinafter outlined. Promotions as defined as movement to a position in a higher-rated pay classification than the one currently employed in.
2. When vacancies occur, a notice of the vacancy will be sent to each building for posting. At the same time, it will request any employee interested in this position to contact the Executive Director of Auxiliary Services within a certain period of time.
3. All promotions must be approved by the Executive Director of Auxiliary Services.
4. Prior to the vacancy being filled, the representatives of the Board shall review all applications. In the filling of such higher-rated jobs, background, attainments, prior work record, ability, merit and capacity shall be considered. Where these factors are deemed equal by the Board, the employee with the longest service with the Board shall be given preference.
5. An employee selected for promotion will serve a probationary period of thirty (30) calendar days. The Board may disqualify the employee during the probationary period and such employee shall be returned to his former position.
6. During the first thirty (30) calendar days of the probationary period, the employee shall have the right to revert back to his former classification. At the end of the thirty (30) calendar days of the probationary period, the employee must either reject or accept the promotion. If the employee decides to accept such promotion, he will not be able to return to the job from which he transferred.

- C. Unsuccessful candidates who have applied for a specific job vacancy will be sent a notice that they have not been selected within ten (10) days after the position has been filled. If any applicant not chosen for a specific job vacancy makes a

ARTICLE XIII - TRANSFERS AND PROMOTIONS - CONTINUED

written request within fiye (5) days after being notified that the position has been filled, he shall be entitled to a conference with a designated Board representative to discuss the reasons the applicant was not selected.

- D. The Board reserves the right to hire from outside, if in the opinion of the Board, no applicant is selected to fill the vacancy or no bids are received from employees in the bargaining unit.
- E. The Board reserves the right to fill said job vacancies on a temporary basis without regard to the provisions of this Article.
- F. The decision of the Board on promotions and transfers is final and is not subject to the Grievance Procedure set forth in Article XVII.

ARTICLE XIV - RESIGNATIONS AND DISMISSALS

A. Resignations

1. Personnel desiring to leave the employ of the school are required to give two weeks written notice of such intent to the Executive Director of Auxiliary Services. Failure to do so will result in such employee losing credit for service time and vacation time should he be rehired at a later date.
2. Vacation pay will be forfeited by any employee who resigns without giving the school at least one week's notice or who is dismissed prior to June 30 of any year. Should an employee leave by giving due notice, or should he be laid off because of reduction of staff, such employee will receive pay prorated according to how much vacation time he has accumulated.

B. Dismissals

1. Dismissal of a foreman may result from excessive absence or tardiness, intoxication or liquor smell on breath, moral turpitude, dishonesty, uncooperativeness with superiors, neglect of duty, inefficiency in work, or any other reasons which would make his presence around children undesirable.

ARTICLE XV - SENIORITY

- A. New employees hired in the unit without previous classification in the district shall be considered as probationary employees for the first sixty (60) calendar days of continuous employment. When an employee finishes the probationary period, he shall be entered on the seniority list and shall rank for seniority from the day sixty (60) calendar days prior to the day he completed the probationary period; provided, however, seniority shall only commence on the date that the foreman is assigned to a regular position. Time spent working as a substitute custodian shall not be considered for seniority. There shall be no seniority among probationary employees.
- B. Seniority for employees commencing on the same date shall be determined by alphabetical order of surnames.
- C. Employees shall be laid off according to the following procedures:
1. Probationary employees within the affected classification will be laid off first.
 2. Thereafter, seniority employees within the classification will be laid off according to their district seniority, providing the remaining employees in the classification can perform the available work.
 3. The term "district seniority" means the employee's seniority as defined in Article XV, Paragraph A. For purposes of this Article, the term "classification group" refers to one of the following:
 - SECONDARY FOREMAN
 - WAREHOUSE FOREMAN
 - MAINTENANCE FOREMAN
 - MECHANIC FOREMAN
 4. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in the work force. There shall be no requirement for the district to rehire. In the event they are rehired at a later date, they shall then be treated for all purposes of this Agreement as a new employee.
 5. Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work.
 6. The district will endeavor to provide seven (7) calendar days notice, when practicable, to employees who are to be laid off pursuant to paragraph C-2 above. Laid off employees will be given preference for substitute work. When employees are recalled to work, they will be placed on the same step of the salary schedule held when laid off. All accrued sick days will be restored to said employee upon return to work.
 7. Temporary adjustments of the work force due to such things as emergency breakdown of equipment (except motorized vehicles), fire, flood, power failure, labor disputes, civil disorders, and conditions beyond the control of the district may be made with application to the above provisions. If such temporary adjustment continues for more than five (5) working days, the Association may request the district to adjust the working force according to the above Sections and the district will do so within three (3) working days thereafter. This provision will not be used to discipline any employee.

ARTICLE XVI - RETIREMENT

- A. The normal retirement age will be seventy (70) years of age but the employee will be permitted to work until June 30 next succeeding the employee's seventieth (70th) birthday. Upon written application and good cause shown, the Board of Education can, in its sole discretion grant an exception to this requirement for such period of time as it deems appropriate.
- B. After five (5) years of consecutive service as an employee and upon resigning, termination or retirement, pay for one-half of the unused sick days, not to exceed fifty (50) days will be given to the employee. Also upon death, regardless of length of service, the employee's estate will receive pay for one-half of his unused sick days, not to exceed fifty (50) days provided he or she is an employee of the school district at the time of death.

In this instance "consecutive service" means continuous employment that is not interrupted for any reason other than personal illness. An employee who resigned in accordance with the provisions established in Article XIV of this Agreement would be considered as interrupting his consecutive service time and thus would not receive the sick leave benefits as herein described.

- C. Upon retirement foremen shall be paid \$50 per year, not to exceed 25 years for each year of service to the Walled Lake School District.

To be eligible for such benefits the foremen must be eligible for retirement as provided by the Michigan Public School Retirement Program and have at least ten (10) consecutive years of service with the Walled Lake Consolidated Schools.

ARTICLE XVII - GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises during the term of this Agreement there shall be no stoppage or suspension of work but such grievance may be submitted to the following Grievance Procedure:

Step 1 - The employee with a grievance shall first discuss the matter with his immediate supervisor or principal, whichever is most appropriate, with the objective of resolving this matter informally. In the event that the problem is not resolved informally, the grievant may file a formal, written grievance in writing to the Executive Director of Auxiliary Services within five (5) school days. After the Executive Director of Auxiliary Services has received the written grievance, he shall meet with representatives of the Association, the immediate supervisor and the foreman filing the grievance at this level. The Executive Director of Auxiliary Services shall make a decision concerning the grievance within five (5) school days after receipt of the written grievance. The decision shall be placed in writing with copies sent to parties of interest.

Step 2 - In the event the foreman is not satisfied with the response of the Executive Director of Auxiliary Services, the grievance shall be transmitted to the Superintendent or his/her designee within five (5) school days of the Executive Director of Auxiliary Services response. A meeting will be scheduled between the grievant and the Superintendent or his/her designee within five (5) school days of the receipt of the grievance. Within five (5) school days after the meetings, the disposition of the grievance shall be indicated in writing with copies to the parties of interest.

Step 3 - If the Association is not satisfied with the formal disposition of the grievance at Step 2, or if no formal disposition has been made within five (5) school days of the meeting, the grievance shall be transmitted to the Board of Education within ten (10) school days following the Step 2 meeting. The Association shall file the grievance, in writing with the Board through the Superintendent. The Board, acting as an impartial third party, shall hear said grievance in appropriate session at its next regular meeting or a special meeting held within fifteen (15) school days. During any such hearing, the aggrieved foreman shall be permitted to have an Association representative present, and legal counsel, if they so desire. Both parties shall be permitted to present their case and position. Upon conclusion of the hearing, within seven (7) school days, the Board shall render its decision in writing. A copy shall be furnished to the parties of interest.

Step 4 - If the decision of the Board is not acceptable, the Association may request a grievance to be submitted to mediation. The grievance will be submitted to the State Labor Mediation Board for mediation unless another mediating party is mutually accepted. Said appeal shall be made by the Association within ten (10) school days after receipt of the written decision of the Board. The mediator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and shall issue his decisions as promptly as possible. The decision shall be rendered in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The decision of the mediator shall be submitted to the Board and to the Association and shall be advisory only and no judgment may be entered into thereon. If either party fails to abide by the advisory decision of the mediator, either party may at its discretion make public the recommendations and decisions of the mediator.

ARTICLE XVIII - SERVICES TO THE FOREMEN'S ASSOCIATION

- A. The cost of reproducing the contract will be paid by the School Board. A copy of the contract will be given to each person as they are employed and to all those already employed with the school district.
- B. The Walled Lake Foremen's Association shall be allowed to use the interschool mail service for correspondence with its members.
- C. A seniority list shall be brought up-to-date two times a year and a copy sent to each building foreman. The assignment of each employee will also be listed.
- D. The Board shall grant the Association use of school buildings which shall be at reasonable hours, which is defined as times other than when students are in attendance during the formal school day. Any use of the buildings shall be governed by Board policy.

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ARTICLE XIX - BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the rights:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
 3. To decide upon the character and means of custodial programs for school owned buildings or rental facilities, including choice of equipment and whether or not such equipment shall be owned or rented, and the use thereof, including its suitability, mechanically or otherwise for use;
 4. To establish hours of work, including overtime work, and working schedules, and to assign foremen to job assignments;
 5. To require building, grounds, and equipment maintenance, attendance at meetings during an employee's work schedule, and other services in connection with the custodial program for the schools;
 6. To hire substitute foremen and assign them as necessary;
 7. To establish reasonable rules and regulations, maintain order and efficiency to all operations, and establish standards of efficiency and competence.
- B. 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 express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

ARTICLE XX - CONTINUITY OF OPERATIONS

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instruction program during the normal school year and the settlement of disputes which threaten to interfere with such operations. Since the parties have comprehensive grievance procedures to settle unresolved disputes, the parties have removed the basic cause of work interruption during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike as defined by Section 1 of the Public Employment Relations Act.

ARTICLE XXI - SEPARABILITY AND SAVINGS CLAUSE

A. If any Article or Section of this Agreement shall at any time be held contrary to law by a court or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time for doing so, such provisions shall be void and inoperative; however, all other provisions of the Agreement shall continue in effect.

ARTICLE XXII - DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1986 and shall continue in effect until June 30, 1990, except either party may give notice prior to May 1, 1989 that they wish to open five (5) specific articles of this agreement. This shall be limited to Articles IV, VII, VIII, IX, and XVI by either party, with additional articles reopened with mutual agreement of both parties.

WALLED LAKE FOREMEN'S ASSOCIATION

WALLED LAKE BOARD OF EDUCATION

BY _____
President, Foremen's Association

BY _____
President, Board of Education

BY _____
Secretary, Foremen's Association

BY _____
Secretary, Board of Education

/bjs
12-10-86

ARTICLE XVIII - SERVICES TO THE FOREMEN'S ASSOCIATION

- A. The cost of reproducing the contract will be paid by the School Board. A copy of the contract will be given to each person as they are employed and to all those already employed with the school district.
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