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CONTRACTUAL AGREEMENT

BETWEEN THE

BOARD OF EDUCATION

OF THE

SCHOOL DISTRICT OF THE CITY OF ADRIAN

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL #547, 547 A, 547 B AND 547 C, AFL-CIO

JULY 1, 1994 - JUNE 30, 1997

- SECRETARIAL -

Adrian Public Schools

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ARTICLE I

PURPOSE

- I. It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to insure true collective bargaining, and to establish standards with regard to wages, hours, and other terms and conditions of employment.

ARTICLE II

UNION RECOGNITION - AGENCY SHOP - CHECK OFF

I. Union Recognition

- A. The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with regard to wages, hours, and other terms and conditions of employment.
- B. The term "Employee" as used herein shall include all Secretaries and Clerical Employees, but excluding all Confidential Employees, Supervisors, and all other employees.

II. Agency Shop

- A. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within ninety (90) calendar days of the effective date of this provision, or within ninety (90) calendar days of their date of hire by the Board, whichever is later, become members, or in the alternative, shall within as a condition of employment, pay to the Union a service charge in an amount to be determined by the Union.
- B. An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues or fees.
- C. The Board shall be notified in writing, by the Union, of any employee who is sixty (60) calendar days in arrears in payment of membership dues (or fees). Upon receipt of notification from the Union that an employee is sixty (60) calendar days in arrears of payment of membership dues or service fees, the Board shall notify the employee that

unless the dues or service fees are paid within ten (10) calendar days, the employee will be terminated on the eleventh (11th) day.

- D. If any provision of this Article is deemed invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.
- E. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.
- F. No employee shall be denied membership in the Union without just cause. In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.
- G. The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Board pursuant to this Article and further agrees to indemnify and save the Board harmless by virtue of such collections and payments to the Union.
- H. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken by the Board in complying with this Article, or in reliance upon claims by the Union that an employee must be discharged because she/he is not a member of the Union in good standing, or that the employee has failed to comply with the conditions of this Article.

III. Check Off

- A. The Board shall deduct the Union dues or service fee from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that month which said deductions were made, together with a listing of each employee, employee's social security number, and the amount that is deducted each month, provided, however, that the employee shall have submitted to the Board an authorization card signed by the employee from whose pay said deductions are to be made.
- B. Such dues or service fees, as and when deducted, shall be kept separate from the Board's general funds, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

- I. There is reserved exclusively to the Board all responsibilities, powers, rights and authority invested in it by the laws and Constitution of Michigan and United States or which have been heretofore properly exercised by it excepting where expressly and in specific terms, limited by the provisions of this Agreement.

ARTICLE IV

NON-DISCRIMINATION

- I. The Board and the Union both recognize their responsibilities under Federal and State laws pertaining to non-discrimination in employment. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

ARTICLE V

VISITATION

- I. Upon request by the Union, and the presentation of proper credentials, officers or accredited representatives of the local Union (Local 547) shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided that said observation shall not disrupt orderly operations.

ARTICLE VI

STEWARDS

- I. The employees shall be represented by a Chief and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be made known to the Board in writing.
- II. Reasonable arrangements may be made to allow the Chief or Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, after making proper arrangements with their supervisor.
- III. During the Chief Steward's term of office, that employee shall be deemed to head the seniority list for the purposes of layoff and recall only, provided that employee is qualified to do the required work. Upon termination of the Chief Steward's term, the employee shall be returned to the regular seniority

status.

- IV. The Board shall supply the Chief Steward the following information within a newly hired employee's first week of employment: name, date of hire, address, Social Security number, classification and job location.

ARTICLE VII

SAFETY PRACTICES

- I. The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work in accordance with the Michigan Occupational Safety and Health Act.
- II. The employee will notify the Board in writing, of any such job hazard, as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Board, upon written notification of an alleged unsafe condition, shall investigate such condition and shall be expected to make adjustments in such condition if, in the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee.
- III. Investigation of the alleged unsafe condition by the Board will be conducted by the immediate supervisor. The immediate supervisor, may, if deemed necessary, request help in the investigation from the Assistant Superintendent for Personnel and Labor Relations. The Assistant Superintendent for Personnel and Labor Relations, when requested by the Union, will investigate the matter and render a ruling. The Union may request a further investigation to be conducted, composed of the Assistant Superintendent for Personnel and Labor Relations, a Business Representative of the Union, the immediate supervisor or supervisors originally involved, a member of the Central Office staff, and, if requested, a local authority in safety standards. If the matter is still in dispute after the committee finding, an immediate ruling is to be sought from the Bureau of Safety and Regulations, Department of Labor. This ruling is binding on all parties. If said ruling cannot be secured from the appropriate State agency within ten (10) calendar days, the matter will be processed directly to Step Four (C) in the Grievance Procedure.
- IV. Employees recognize their responsibilities to comply with all applicable health and safety regulations that have been given to them in writing and further, recognize that failure to comply with said rules and regulations will subject the employee to disciplinary action, including discharge.

ARTICLE VIII

JURISDICTION

- I. Work performed by non-bargaining unit personnel shall be performed as has been the case historically, but all such work performed shall in no way affect the employment status of the employees covered by this Agreement, nor shall such non-bargaining unit work be performed to avoid the payment of overtime. Examples of non-bargaining unit work would be such as:
 - A. Teachers preparing classroom materials
 - B. Students assigned to an office as part of their student requirements
 - C. Work performed by Administrators

ARTICLE IX

CONTRACTUAL WORK

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

ARTICLE X

SENIORITY

- I. A newly hired employee shall be on a probationary status for ninety (90) calendar days, taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) calendar days probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the employee or the Union. Probationary employees who are absent on scheduled work days, or who serve their probationary period during the non-school period in which the job is not operative, shall work additional days equal to the number of days that the job was not operative, and such employee shall not have completed the employee's probationary period until these additional days have been worked.
- II. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire.
- III. In the event that the Board determines that it is necessary to

reduce the number of employees through the layoff procedure, the affected employee or employees shall be given a minimum of two (2) weeks written notice prior to the date that the layoff is to be effective.

- A. If a layoff occurs for any reason and probationary employees are employed, they shall be the first to be laid off.
 - B. Non-probationary employees shall be laid off and recalled according to their qualifications and seniority. An employee on scheduled layoff shall have the right to displace a lesser seniored employee provided the more seniored employee has been determined to be qualified to perform the duties of the less seniored employee. Any full-time (minimum of 30 hours per week) employee may displace any part-time (less than 30 hours per week) employee provided he/she meets the same criteria as listed above.
 - C. When a non-probationary employee is laid off, a meeting shall be held with the Union Review Team (steward and two other members) and the Assistant Superintendent for Personnel for the purpose of reviewing the job responsibilities and qualifications of the laid off member. Only members who are more seniored than the laid off employee may serve on the Review Team.
 - D. The Review Team shall submit to the Assistant Superintendent for Personnel their recommendation as to what position(s) the laid off employee is eligible and qualified for. Should the Assistant Superintendent for Personnel disagree with the recommendations(s), a meeting shall be convened to discuss the matter further. This meeting shall include the Review Team, Local #547 Representative, a Building Administrator, and the Assistant Superintendent for Personnel.
 - E. Once the position(s) is/are identified by the two parties, the laid off employee shall be placed in the position if only one position is identified, or be allowed to bid on the positions if more than one has been identified.
 - F. The displaced employee shall then follow the same procedure as described in "c", "d", and "e" until the process reaches closure which will result in either further position displacement or a permanent layoff.
- IV. An employee will lose their seniority for the following reasons:
- A. The employee resigns
 - B. The employee is discharged for cause, and such discharge is not reversed through the Grievance Procedure

C. The employee retires

V. For sixty (60) calendar days, seniority shall be retained within the bargaining unit for an employee who transfers to a position outside of the bargaining unit, within the school district, with that employee having the right to exercise the seniority that they had earned while they were a member of the bargaining unit, and return to the bargaining unit, to their former position only, in the event that the employee vacates such position outside the bargaining unit, or is transferred back to the former bargaining unit by administrative directive.

VI. An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about October 1st of each year. Such list shall contain each employee's name, date of hire, job location and classification. Seniority in classification shall be as of the date of entry into classification.

ARTICLE XI

PROMOTIONS AND TRANSFERS

I. Vacancies and Newly Created Positions

A. Notice of all vacancies and newly created positions which occur when school is in session shall be posted on employee bulletin boards within ten (10) working days from the date of vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position.

B. In the event that a new position is established, or a vacancy occurs when school is not in session, the Board shall notify each employee who is covered by this Agreement, who is not working during the time period that the new position is established, or that the vacancy occurs, within ten (10) working days from the date of the vacancy, or the establishment of the new position as to the position being open. Such notification by the Board shall be in writing, and sent by certified mail to the given mailing address of each of those employees. The employee shall then be required to reply by certified mail to the recognized mailing address of the Board, within five (5) working days from the receipt of the notification from the Board, in the event that the employee wishes to be placed in either the new or vacant position.

C. The New or Vacant job Notice shall contain the following:

1. Type of work
2. Job location
3. Starting date
4. Hours per day
5. Classification

- D. When a vacancy exists, or a new position is created, the Board and the Union recognize that the vacancy or newly created position may represent, depending upon an employee's existing classification, a promotion, a demotion, or a lateral transfer. In the event an employee is bidding for a job, the Board will promote the senior employee bidding, providing the employee has the skills and qualifications necessary to that classification or the newly created position.
- E. A newly promoted or transferred employee shall serve a probationary period of sixty (60) calendar days in the open position at the proper rate of pay for the new position. During that probationary period, the employee may elect to return to the employee's former position, or, in the event that the employee's work performance is unsatisfactory to the Board, the Board shall have the right to return the employee to the employee's former position; the Board shall notify the employee in writing as to the reason or reasons as to why the employee's work performance was unsatisfactory.

II. Temporary Vacancies

- A. In the event of a temporary vacancy the Board shall have the right to hire a temporary employee during the duration of the vacancy, provided the Board offers the job to an existing employee who is working fewer hours within that classification and who is qualified to fill the temporary vacancy. If an existing employee, working fewer hours in the same classification, accepts the temporarily vacated position, the newly hired employee shall fill this temporary vacancy. Temporary vacancies are deemed to be temporary as long as the regular employee is off the job, but is due or scheduled to report back to the regular work assignment. In the event that it is determined that the regular employee will not be returning to the employee's regular job, that position will then be considered to be vacant, and will be filled as specified under the terms of this Article.

III. Temporary Transfers

- A. Any employee temporarily transferred from their classification to another classification within the bargaining unit shall either be paid the rate of the position from which the employee is transferred, or the rate of the position to which the employee is transferred, whichever is higher.
- B. Temporary transfers shall be for a period of no longer than ninety (90) calendar days, except in the event that both parties mutually agree to an extension of the ninety (90) calendar days time period. In the event that it is not

mutually agreeable to extend the temporary transfer beyond the ninety (90) calendar days, the position shall then be considered an open position and posted for bidding from interested employees.

ARTICLE XII

NEW JOBS

- I. The Board shall notify the Union in writing when new jobs are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect a new classification and pay rate shall be designated as temporary. The Board shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.
- II. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days, following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Board to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification and rate of pay shall be added to and become a part of Appendix A of this Agreement. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to Step Four of the Grievance procedure within five (5) working days of the date of the meeting with the Board's representative.

ARTICLE XIII

DISCIPLINE-DISCHARGE

- I. Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the employee in writing. The employee shall have the right to defend against any and all charges. When the Board feels disciplinary action is warranted, such action must be initiated within five (5) working days of the occurrence of the condition giving rise to the action, or within five (5) working days of the date that the Board first became fully aware of the conditions giving rise to the discipline. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action, but not

restricted to these, are the following: drunkenness, dishonesty, use of controlled substances, insubordination, or willful violation of agreed upon Board rules.

- II. An employee may be dismissed, suspended or disciplined pending investigation and if the dismissal, suspension or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights and all fringe benefits that the employee would have earned during the dismissal or suspension period. If the dismissal is sustained, or the suspended employee is not reinstated through the Grievance Procedure, the employee shall be deemed dismissed as of the date that such action was taken. No suspension shall be effective for a period of time longer than the next regularly scheduled Board of Education meeting, or no longer than fifteen (15) working days from the date of the suspension, whichever is greater, without prior approval of the Board of Education.
- III. The Union, with specific written consent of the employee, shall have the right to review the contents of the personnel file of any employee within the bargaining unit, upon making the request to the Administration of the Board. An employee, upon making request, shall have the right to review the contents of their own personnel files maintained by the Board. Such review of personnel files must be done in the Board of Education Offices under the supervision of a designated school employee.

ARTICLE XIV

LEAVE OF ABSENCE

- I. An employee who, because of illness or accident which is non-compensable under the Workers' Compensation Law, is physically unable to report for work and has exhausted all means of allowable compensation from the Board, shall be granted a leave of absence which shall not exceed three (3) years, unless the injury occurred while gainfully employed with another employer, providing the employee promptly notifies the Board of the necessity of such leave within two (2) weeks from the date that the employee would require the leave, and provided further, that the employee supplies the Assistant Superintendent for Personnel, Labor Relations, and Public Relations with a written statement from a medical or osteopathic doctor of mutual choice of the necessity for such absence and for the continuation of such absence when the same is requested by the Board and notify in writing the Assistant Superintendent for Personnel, Labor Relations, and Public Relations by April 1st of each year if the leave is to continue into the next school year.
- II. Leaves of absence will be granted for up to thirty (30) calendar days for physical illness or prolonged serious physical illness in the employee's immediate family, which is

defined as husband, wife, children, or parents.

- III. Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- IV. Whenever an employee shall become pregnant, she shall, by the end of her fourth (4th) month, furnish the Board with a statement from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do, and the length of time she may continue to work. She shall be allowed to work until such time as her physician would indicate that she should be granted a leave of absence. When she is required to interrupt her employment, upon the advice of her physician, she shall immediately be granted a leave of absence. Normally an employee shall be expected to return to work three (3) months after delivery, unless a doctor's statement is furnished to the Board establishing the fact that she is not able to return to work within that time period.
- V. The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
- VI. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for the purpose of handling an emergency situation, providing such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- VII. Any employee in the bargaining unit who is either elected or appointed to full-time position or office in the Union, whose duties require the employee's absence from work, shall be granted a leave of absence for the term of such office or position for a maximum of three (3) years.
- VIII. All reasons for leaves of absence shall be in writing and sent to the Assistant Superintendent for Personnel, Labor Relations, and Public Relations, stating the reason for the request and the length of leave requested. The employee will be notified of Board action on the request in writing with a copy sent to the Chief Steward.
- IX. An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay, and shall accumulate seniority during the leave of absence, and the employee shall be entitled to resume the employee's regular seniority status and all recall rights. Leaves of absence may be granted at the discretion of the Board for

reasons other than those listed above when they are deemed beneficial to the employee and the Board.

ARTICLE XV

GRIEVANCE PROCEDURE

I. Definitions

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- B. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays, but shall not exclude any non-school session days.
- C. The time elements in the steps may be shortened, extended or waived upon written mutual agreement between the parties.
- D. Any employee or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or the Union, as the case may be, first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement. Working days continue even though the work year ends for the grieving employee(s).
- E. Any grievance which is not appealed within the specified time limits set forth in that step level of the Grievance Procedure, shall be considered to be settled on the basis of the decision rendered at the previous step level of the Grievance Procedure. The failure of the Board, at any step level of the Grievance Procedure, to communicate the decision of the grievance in writing to the Union within the prescribed time limits set forth in that step level of the Grievance Procedure, shall require that the relief requested by the Union be granted.

II. Step One

- A. Any employee having a grievance shall discuss the grievance with the employee's immediate supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the Chief Steward to discuss the grievance.
- B. The Chief Steward then may submit the grievance in writing

to the immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Chief Steward shall sign the grievance.

III. Step Two

- A. The immediate supervisor shall then, within two (2) working days, meet with the Chief Steward and the employee to discuss the grievance.
- B. The building principal shall then give a decision in writing relative to the grievance within five (5) working days of the meeting with the Chief Steward and the employee.

IV. Step Three

- A. Any appeal of a decision rendered by the building principal shall be presented in writing within five (5) working days from Step Two (b) above, to the Assistant Superintendent for Personnel, Labor Relations, and Public Relations, stating the reason or reasons why the decision of the immediate supervisor was not satisfactory.
- B. The Business Representative of the Union shall meet with the Assistant Superintendent for Personnel, Labor Relations, and Public Relations, the Chief Steward, and the grievant to discuss the grievance within five (5) working days of its written submission to the Assistant Superintendent for Personnel, Labor Relations, and Public Relations.
- C. The Assistant Superintendent for Personnel, Labor Relations, and Public Relations shall give a decision in writing, relative to the grievance, within five (5) working days of the meeting with the Business Representative of the Union.

V. Step Four

- A. Any appeal of a decision rendered by the Assistant Superintendent for Personnel, Labor Relations, and Public Relations shall be presented in writing to the Superintendent of Schools within five (5) working days of the receipt of the decision rendered by the Assistant Superintendent for Personnel, Labor Relations, and Public Relations.
- B. The appeal shall be in writing and state the reason or reasons why the decision of the Assistant Superintendent for Personnel, Labor Relations, and Public Relations was not satisfactory.
- C. The Superintendent of Schools or the Superintendent's designate shall meet with a Business Representative of the

Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal.

- D. The Superintendent of Schools shall give a decision in writing relative to the grievance within five (5) working days of the meeting with the Business Representative of the Union.

VI. Step Five

- A. If the decision of the Superintendent of Schools or the Superintendent's designate is unsatisfactory, an appeal must be presented in writing within five (5) working days, from the date of receipt of the decision rendered by the Superintendent of Schools, to the Board of Education.
- B. The written appeal must state the reason or reasons why the decision of the Superintendent of Schools was unsatisfactory.
- C. The Board of Education, or a Committee of the Board, shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days from the date of the receipt of the appeal.
- D. The Board of Education shall give their decision in writing relative to the grievance within five (5) working days of their meeting with the Business Representative of the Union.

VII. Step Six: Arbitration

- A. In the event that the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance may be submitted to arbitration. Written notice of the intent to process the grievance to arbitration shall be served on the Assistant Superintendent for Personnel, Labor Relations, and Public Relations, within the specified time period as required to process the grievance to arbitration.
- B. The appealing party shall request the American Arbitration Association to submit a listing of seven (7) persons to both parties. The Representatives of the Employer and the Union shall return the listing of the seven (7) potential arbitrators to the designated mailing address of the American Arbitration Association within the specified time period, as is furnished to the parties by the American Arbitration Association. Each party, upon returning their listing of potential arbitrators to the American Arbitration Association, shall indicate as to their preference of the arbitrator, by the numbering of said arbitrators, one (1) through seven (7). The American

Arbitration Association shall assign one (1) of the persons on the submitted list as the Arbitrator or in the event that only one (1) of the parties returns their listing within the specified time period, the American Arbitration Association shall assign the arbitrator from the listing, based on the highest preference of the party that did return their listing within the specified time period. In either of these instances, both of the parties shall accept that person as the Arbitrator.

- C. The Arbitrator, the Union, or the Board may call any person as a witness in any arbitration hearing.
- D. Each party shall be responsible for the expenses of the witnesses that they may call.
- E. The Arbitrator shall not have jurisdiction to subtract from, or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of the parties hereto.
- F. The fees, expenses and filing fees of the Arbitrator shall be paid solely by the nonprevailing party.
- G. The Arbitrator shall render his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- H. The decision of the Arbitrator shall be final, conclusive, and binding upon all Employees, the Employer, and the Union.

ARTICLE XVI

HOURS AND WORK WEEK

I. Work Week and Day

- A. The regularly scheduled work week shall consist of forty (40) hours, beginning at 12:01 a.m. Monday and ending one hundred twenty (120) hours thereafter.
- B. The normal work day shall be eight (8) consecutive hours, exclusive of a minimal one-half (1/2) hour duty-free, unpaid lunch period.
- C. If the secretary's immediate supervisor requests the secretary to work beyond the regular work calendar dates, the secretary shall be paid for those extra workdays.

II. Overtime Rates Will be Paid as Follows

- A. Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour

period; all time worked in excess of forty (40) hours in one work week, for which overtime has not already been earned.

- B. Time and one-half (1-1/2) will be paid for all hours worked on Saturday.
- C. Double time will be paid for all hours worked on Sunday.
- D. No employee will be required to take time off from their regular schedule, or have their hours reduced as a result of having to report to work prior to the employee's established starting time, or because the employee worked over eight (8) hours in a work day.

III. Reporting Pay

- A. Any employee called to work or permitted to come to work without being notified that there will be no work, or who has not been notified that there is less work than they are regularly scheduled to work, shall receive four (4) hours pay, or if the employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive their regular daily rate of pay.

IV. Call Back

- A. Whenever an employee is required to return to work after the completion of the regularly scheduled working hours, the employee shall receive the pay for the actual hours worked at the appropriate rate of pay, or a minimum of three (3) hours pay at the employee's straight time hourly rate, whichever is greater.
- V. Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period for each four (4) hours worked per day. The Board shall designate an area within the vicinity of the employee's work area in which the employee may take such rest periods.

ARTICLE XVII

SICK LEAVE AND FUNERAL LEAVE

I. Sick Leave

- A. Each employee covered by this Agreement shall accumulate sick leave individually, with such sick leave days to be accumulated as follows:
 - 1. Twelve (12) month employees - Twelve (12) days per year, with two hundred (200) days maximum accumulation.
 - 2. Forty-six (46) and forty-eight (48) week employees - Twelve (12) days per year to a maximum of two hundred

(200) days.

3. Forty (40) week employees - Ten (10) days per year, to a maximum of one hundred sixty-eight (168) days.
 4. Forty-two (42) week employees - Ten (10) days per year, to a maximum of one hundred seventy-five (175) days.
- B. Each employee covered by this Agreement will be credited with the proper amount of sick leave days at the beginning of each school year, recognizing that the employee earns such days at the rate of one (1) day per month. Any employee who uses more days during the year than the sick leave actually earned at this rate shall have this amount deducted from the employee's final salary check, or the employee will return the money to the District.
- C. Sick leave shall be granted to an employee when the employee is incapacitated from the performance of the employee's duties by sickness, injury, or for medical, dental, or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee requires the care and attention of the employee due to illness or injury. Immediate family for this purpose is defined as: spouse, children, parents, grandparents, mother-in-law, father-in-law, brother or sister. In the case of the care or attention for convalescent purposes, a corroborating statement of the need for such care may be requested by the Board from the physician of the immediate family member. The call in on sick leave will specify the specific reason for the sick leave and will be followed by a written statement of explanation upon return in this instance. The Board may request medical verification pertaining to the usage of sick leave in the event such absence exceeds two (2) working days.
- D. Employees who are unable to perform their duties because of illness or disability shall notify their supervisor of the fact before the start of the work day. If an illness or disability extends beyond the first (1st) day, the employee and the employee's supervisor may make arrangements as to the frequency of notification of the continued illness or disability.
- E. Payment for accrued sick days at time of retirement, if the employee qualifies for retirement under the provisions of the Michigan Employment Retirement Act, shall be twenty dollars (\$20.00) per day for each accumulated day of sick leave up to 100 days, and twenty-five dollars (\$25.00) per day for each day accumulated between 100 days and 200 days for the 12 month employee, and twenty-five dollars (\$25.00) per day for each day accumulated between 100 days and 168 days for the ten (10) month employee, twenty-five dollars (\$25.00) per day for each day accumulated between 100 days and 175 days for all other secretaries.

- F. After ten (10) years of secretarial service, if an employee leaves the system, he/she shall qualify for the same payment of accrued sick days as mentioned in Section E.
- G. Records of sick leave accumulated and taken shall be furnished to the employees covered by this Agreement on or about October 1st of each year.
- H. Longevity Attendance Incentive shall be paid to qualified bargaining unit employees in accordance with the following stipulations:
1. The employee must have been employed within the bargaining unit continuously for the past three (3) years or have a total of ten (10) years experience in the Adrian Public Schools.
 2. The Longevity Attendance Incentive will be paid to qualified employees in the first pay in December of the following year and shall be considered additional wages.
 3. The employee must not miss more than two (2) days per their calendar work year for reasons other than funeral leave, personal emergency reasons, approved scheduled vacation days, or jury duty to qualify for the below incentive.
 4. The stipend shall be as follows:

Workday Calendar - 205 workdays or less	
1 day or less	\$250.00
1 day-2 days	\$200.00
Work day Calendar - 206 workdays or more	
1 day or less	\$300.00
1 day-2 days	\$250.00

II. Funeral Leave

- A. All employees covered by this Agreement shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be defined as spouse, children, parents, grandparents, mother and father-in-law, brothers and sisters, and brothers and sisters-in-law. Where a special relationship has been established by the employee with a blood relative, the employee may request the Assistant Superintendent for Personnel, Labor Relations, and Public Relations to grant up to five (5) days for funeral leave. Additional time off, when required for such funeral, may be granted and such additional time shall be charged to the employee's allowable sick leave.

- B. Employees covered by this Agreement shall be granted one-half (1/2) day, with pay, to attend funerals of friends or relatives not listed in paragraph "A" of this section.
- C. When the funeral is that of an Adrian Public School employee, funeral leave in paragraph "B" of this section will be restricted to a representative number to be mutually agreed upon by the Assistant Superintendent for Personnel, Labor Relations, and Public Relations and the Chief Steward.

III. Personal Business Days

- A. Each employee covered by this Agreement shall be granted two (2) personal business days per year with pay, not deductible from sick leave. Such leave shall be used only in situations of emergency or for the purpose of conducting personal business which is impossible to transact on the weekends, after school hours, or during vacation periods. However, prior arrangements are to be made for such days, except under emergency circumstances. Unused personal business days will be added to the employee's accumulative sick leave bank in addition to the employee's normal accumulative sick leave. In the event that the employee would require more than two (2) personal business days per year, those days may be granted to the employee without pay, providing the employee gives proper notice prior to the usage of those days, in order that the Board can arrange for proper scheduling.

ARTICLE XVIII

HOLIDAYS

- I. Each employee covered by this Agreement will receive the following holidays with pay, at their regular daily rate of pay, even though no work is performed by the employee, and provided that such holiday falls within the interval of the employee's contracted work year.

Labor Day
Thanksgiving Day
Friday following Thanksgiving
Either the first working day before or after Christmas
Christmas Day
New Year's Day
Either the first working day before or after New Year's Day
Good Friday
Memorial Day
July Fourth

- II. Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.

- III. In the event that the employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday, or the employee shall receive his normal daily rate of pay for the holiday. In the event that the employee is on sick leave on any of the above named holidays, the employee shall not have that day charged against the employee's allowable sick leave.
- IV. An employee off sick the day before or after the holiday may be required to submit medical proof of illness in order to receive holiday pay. To receive holiday pay, the employee must have worked their scheduled work day preceding and their first scheduled work day after the holiday or have both of these days excused by the Board.
- V. In the event that the scheduled holiday falls on a weekend, the employee shall be given either a Friday or Monday off with pay, on either date prior to or after the holiday, which shall be scheduled by the Board.

ARTICLE XIX

VACATIONS

I. Vacation Entitlement

- A. All employees shall be entitled to vacation with pay. Employees shall accrue vacation days for each month in which they work a major fraction of the work days scheduled for that month as follows:
 - 1. One (1) year of service - .84 day
 - 2. Five (5) years of service - 1.25 days
 - 3. Ten (10) years of service - 1.67 days
- B. It is understood that the major fraction refers to the number of work days scheduled in the month.
- C. In the event that the employee is unable to take their earned vacation time during the year, the employee shall then be paid their earned vacation time in a separate check.

II. Application of Vacation Time

- A. One week vacation shall be construed to mean five (5) days or seven (7) continuous calendar days. However, if a legal holiday shall fall within this time when work would not actually be expected of the employee, then the time shall be extended to eight (8) continuous calendar days.
- B. Vacation allowance may not be accumulated from one year to the next, except on the basis of written request, which must have the approval of the Assistant Superintendent for Personnel, Labor Relations, and Public Relations.

- C. Vacations shall be scheduled at a time which will not unduly interfere with or hamper normal operations of the school system. Insofar as it is possible, vacations shall be scheduled at a time satisfactory to the employee.
- D. Employees terminating employment or going on leave of absence will receive a prorated vacation allowance based on the formula as stated.
- E. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, employees shall receive any unused vacation allowance at the rate of pay received by them at the time the allowance is earned.

ARTICLE XX

INSURANCE PROTECTION

I. Hospitalization Insurance

- A. The Board shall provide each full-time* employee with health care protection for the employee and his/her family. ** The health carrier shall be at the discretion of the Board. It shall be at least equal to or substantially similar to the contractual medical protection offered to the Union in 1992 .. i.e. includes major medical and substantially similar dental and vision plans. The Union has the right to review the proposed health insurance coverage and, should it not be satisfied that the coverage is substantially similar, the parties will submit the insurance plan to a mutually agreed to independent insurance consultant, whose fee shall be paid by the parties equally and shall render an opinion regarding the coverage. The employee shall have the option to enroll in a tax deferred annuity program in lieu of the health insurance program. The amount allowed to the employee shall be \$200.00 per month.

* "Full-time employee" is defined as an employee who is employed a minimum of 1200 hours/year.

** "Family" is defined as spouse/children.

II. Equivalent Benefits

- A. In the event that the employee is either not eligible to enroll in, or wishes not to enroll in the hospitalization insurance coverage offered by the Board, upon written receipt the employee may enroll in other insurance plans which are available through the Board.
- B. Should an employee not choose an insurance plan, he/she is eligible for a Tax Deferred Annuity. The Board shall pay an amount of \$200.00 per month toward the employee's

annuity program.

III. Life Insurance

- A. The Board shall pay the total premium for a \$15,000.00 straight term life insurance policy for each employee covered by this Agreement.

IV. Payment of Premiums

- A. All allowable benefits which are provided under this Article shall be paid by the Board for the full twelve (12) months each year for the employees covered under this Agreement. For an employee who maintains their seniority on the seniority list, and has been employed by the Board for a minimum of five (5) years, and is either placed on a paid or unpaid medical leave of absence, the Board shall pay the insurance premium for a period of up to one (1) year from the date that the employee is first placed on the medical leave of absence. In the event that the employee is injured on the job, the Board will continue to pay all applicable insurance premiums which are provided for under this Agreement.

ARTICLE XXI

GENERAL

I. Tax Sheltered Annuities

- A. The Board agrees to deduct the premiums for Board approved tax sheltered annuities solely paid for by the employee and to remit such premiums to the designated insurance company.

II. Parking

- A. Adequate parking facilities will be provided for the employees covered by this Agreement, with such facilities to be within the reasonable proximity of their building.

III. Resignation

- A. Any employee desiring to resign shall file a letter of resignation with the Assistant Superintendent for Personnel, Labor Relations, and Public Relations at least ten (10) working days prior to the effective date of such resignation.
- B. Any employee who resigns from the employee's position in the manner herein described shall maintain the employee's rights to any benefits which are due upon separation.

IV. Deductions

- A. The Board agrees to make available to the employees covered

by this Agreement any payroll deduction services which are available through the school district, such as savings bonds, credit union, etc.

V. Continuing Education

- A. The Board agrees to pay the full tuition fee for any employee it so designates to attend a workshop, inservice training seminar, self-improvement course, or other related professional growth activity of a nature specifically designed to provide on the job related improvement, unless the employee agreed to take part in the aforementioned activities as a condition of employment for a new position in order to acquire the skills necessary for that new position.

VI. Retirement

- A. The Board agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement fund on the gross wages for each employee covered by this Agreement.

VII. Physical Examinations

- A. The Board agrees to pay the full cost of any physical examinations by the Board's selected physician that are required by the Board for the employees who are covered by this Agreement.

VIII. Emergency School Closing

- A. In the event that school is closed on a school session day due to severe weather or other emergencies, the employees covered by this Agreement shall not be expected to report to work. Those not reporting shall be paid their normal day's pay. Those reporting, with administrative approval shall be given a compensatory day at a time mutually agreed upon with their supervisor.

IX. Mileage

- A. Employees who use their own personal transportation for carrying out their job responsibilities for the Board shall be reimbursed for their mileage at the rate and procedure as established by the Board of Education.

X. Emergency

- A. In the event of an emergency occurring during the absence of the immediate supervisor, the employee shall be informed as to the name of the person the employee is to contact in that instance.

XI. Legal Protection

- A. If any legal action is brought against an employee covered by this Agreement by reason of any action related to the employee's employment, and as a result of properly performing the employee's job duties, the Board will provide such legal counsel and all necessary assistance, without cost to the employee, in the employee's defense to the limits as set forth under school district insurance policies.

XII. Reproduction Costs

- A. The cost of producing this Master Agreement will be jointly shared by the Board and the Union.

XIII. Athletic Passes

- A. At the start of each school year, each of the employees covered by this Agreement shall be given an athletic pass for all home games, with such passes to be given to employees with no cost to such employees.

XIV. Career Advancement Incentive

- A. The Board agrees to compensate any member of the union who successfully attains an Associate Degree in a job-related field of study* from an accredited institution a \$500.00 stipend yearly. For a Bachelors Degree in a job-related field of study from an accredited institution a \$1000.00 stipend will be paid yearly.

* Job related field of study must be applicable to the employees present job responsibilities ...i.e.

Acceptable Examples (But Not Limited to)

- A. Bookkeeping secretary receives an Accounting or Office Management Degree
- B. Data Processing secretary receives Office Management, Business Administration, or Computer Science Degree
- C. Library secretary receives a Library Science Degree
- D. General secretary receives Office Management or Computer Science Degree

ARTICLE XXII

JURY DUTY

- I. Employees requested to appear for jury qualification or services shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for jury service. In the event that an employee is subpoenaed as a witness in any case connected with

the employee's employment of the school, the employee will be paid his full pay for all such days.

ARTICLE XXIII

CLASSIFICATION AND COMPENSATION

- I. The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Appendix A attached hereto and made a part hereof by reference.

ARTICLE XXIV

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXV

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- I. No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board, unless executed in writing between the parties hereto and the same has been ratified by the Union.
- II. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- III. If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVI

TERMINATION AND MODIFICATION

- I. This Agreement shall continue in full force and effect until June 30, 1997.
- II. If either party desires to terminate this Agreement, it shall,

ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

III. If either party desires to modify or change this Agreement, it shall, ninety (90) calendar 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 amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph and paragraph "II" this Agreement may be terminated by either party on ten (10) calendar 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.

IV. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union Business Manager, International Union of Operating Engineers, Local #547, AFL-CIO, 24270 W. Seven Mile Road, Detroit, Michigan 48219, and if to the Board addressed to the Secretary of the Board of Education of the Adrian Public Schools, 227 N. Winter Street, Adrian, Michigan 49221.

V. The effective date of this Agreement is July 1, 1994.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

ADRIAN PUBLIC SCHOOLS

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL #547, AFL-CIO

President

Business Manager

Superintendent

President

Recording-Corresponding Secretary

APPENDIX A

WAGE SCHEDULE

SALARY SCHEDULE

<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
\$13.63	\$13.97	\$14.32

Longevity Pay:

Each employee covered by this Agreement, who shall be eligible, will be paid longevity pay according to the following schedule:

Five (5) years of service	- An additional 10 cents per hour
Ten (10) years of service	- An additional 10 cents per hour
Thirteen (13) years of service	- An additional 15 cents per hour
Fifteen (15) years of service	- An additional 15 cents per hour
Twenty (20) years of service	- An additional 15 cents per hour
Twenty-five (25) years of service	- An additional 15 cents per hour
Thirty (30) years of service	- An additional 15 cents per hour

APPENDIX A

SECRETARIAL AND CLERICAL CLASSIFICATIONS

Bookkeeper/Secretary High School

Data Processing, Drager/Springbrook Middle Schools

Secretary: Middle School and High School Principals

Secretary: Alexander, Comstock, Garfield, Lincoln,
McKinley, Michener, Prairie

Secretary: Adult Education

Secretary: Assistant Principals - High School

Secretary: Athletic Office - High School

Secretary: Counselors Secretary: Library

Secretary: Cafeteria



