

7092

6/30/91

AGREEMENT

between

CRESTWOOD SCHOOL DISTRICT

and

TEAMSTER, LOCAL UNION 214

(Teacher's Aides)

1988-1991

Crestwood School District

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Crestwood School District
Dearborn Heights, Michigan

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AGREEMENT

This Agreement is made and entered into on this 12th day of September 1988, between the CRESTWOOD SCHOOL DISTRICT, Dearborn Heights, Michigan, (hereinafter referred to as the "EMPLOYER") and LOCAL UNION 214, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "UNION").

PURPOSE

The purpose of the Agreement is to set forth terms and conditions of employment as required by the PERA, Act 379 of the Michigan Public Acts of 1965, as amended, and to promote orderly and peaceful labor relations between the employees and employer.

ARTICLE I - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment of all regular full time hereafter referred to as Teacher Aide I and regular part time teacher aides who work a minimum of fifteen (15) hours per week, hereafter referred to as Teacher Aide II excluding substitutes and all other employees as certified by the Michigan Employment Relations Commission Case Number R79C-104 dated April 27, 1979.

ARTICLE II - MANAGEMENT RIGHTS

The Board retains the right in accordance with applicable laws and regulations, (a) to direct employees of the school, (b) to hire, promote, transfer, assign, and retain employees in position, and to suspend, demote, discharge, or take other disciplinary action against employee, (c) to relieve employees from duties because of lack of performance or for other legitimate reasons, (d) to maintain the efficiency of the school operations entrusted in them, (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever action may be necessary to carry out the functions of the Board in maintaining a good educational program for the community of the Crestwood School District.

ARTICLE III - UNION SECURITY AND DUES DEDUCTIONS

- A. Membership in the Union shall not be required as a condition of employment. However, all nonunion members of the bargaining unit shall be assessed an administrative fee equal to that portion of the annual dues which is related to the negotiation and administration of this Agreement. Upon failure of an employee to comply within thirty (3) days of this employment to the terms of this paragraph, the Union shall notify the Superintendent of Schools, in writing, and said employee shall be dismissed.
- B. The Union will secure, protect, and save harmless the Employer from any and all claims, demands, suits, and costs which the Employer may incur or be charged in such suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section A, Article III, of this Agreement.
- C. The Employer will deduct Union dues or administrative fees from the wages of those employees who individually and voluntarily authorize such deductions in writing. The Union shall deliver an executed authorization to the Employer before any deductions are made. The Union dues so deducted shall be remitted to the Union.
- D. The Union shall hold the Employer harmless on account of any Union dues or administrative fees deducted and remitted to the Union pursuant to the Agreement.

ARTICLE IV - SENIORITY

A. SENIORITY

Seniority for the purpose of the Agreement shall mean the length of continuous employment as a teacher aide. Teacher aides employed by the Crestwood School District prior to May 7, 1985 shall not be displaced or suffer loss of employment to any teacher aide employed thereafter resulting from the annexation of the North Dearborn Heights School District.

The Union shall be furnished an up-to-date seniority list, stating name and seniority date at the beginning of each school year.

Where two or more present employees have the same date of hire a drawing of lots will occur within thirty (30) days after the approval of this contract to determine a ranking order for purposes of lay off and recall.

The relative seniority of future employees hired on the same date shall be determined by ranking employees on the seniority lists in descending numerical order of the last four digit of their social security number.

Article IV - Seniority (Continued)

B. PROBATION

1. Probationary Period

- a. A probation period of sixty (60) days worked shall be served by all teacher aides after being hired as a regular employee.
- b. Upon completion of satisfactory probation, the teacher aide's name will be placed on the seniority list from their date of hire.
- c. The probation period may be extended by an additional thirty (30) days worked if the District determines additional training is needed after written notification has been given to the employee and the Union at least ten (10) days prior to the expiration of the probationary period.

C. REGULAR ASSIGNMENTS

When a new position or vacancy occurs, said position or vacancy shall be posted for at least five (5) working days. The applicant who is most clearly qualified to perform the required duties of the position will be selected to fill the position with appropriate consideration given to seniority.

D. LOSS OF SENIORITY

An employee shall lose their seniority for the following reasons:

1. Resigns.
2. Is discharged and the discharge is not reversed through the grievance procedure.
3. Is laid off for a period of more than one (1) year.
4. Is absent for three consecutive working days without notifying the Employer, except in those cases where the employee is unable to notify the Employer because of unusual circumstances which prevent such notification. (At the option of the Employer such absence results in automatic discharge and the Employer shall send written notification to the employee at his last known address that his employment has been terminated and he has lost seniority).
5. Retires.
6. Return from sick leave and leave of absence will be treated the same as (4) above.

ARTICLE V - LAY OFF AND RECALL

A. Lay Off Procedure

In order to promote an orderly reduction in personnel the following procedure will be used:

1. Probationary employees will be laid off first.
2. Thereafter, employees having seniority shall be laid off in inverse order of their seniority (i.e., the least senior employee being laid off first). All employees who are transferred to a new position as a result of lay off shall serve a probationary period in the new position of thirty (30) working days. Such days must be actually worked.
3. In the event that the employee does not successfully complete the probationary period they will again be laid off, the position declared vacant and the recall procedure provided below will be implemented.
4. Notwithstanding the foregoing, employees may bump employees with less seniority in a lower classification. No employee being laid off may bump employees in a higher classification.

B. Recall Procedure

When vacancies occur in the work force after a lay off, seniority employees will be recalled on the basis of seniority (i.e., the more senior employee on the seniority list being recalled in a position in which they have not previously served they shall serve a thirty (30) working day probationary period in the new position. Provided, however, that employees who have been reduced in classification shall have first right to any openings in the higher classification.

C. Notification

No employee shall be laid off due to a reduction in staff, unless he has been notified in writing at least two (2) weeks prior to that lay-off. Nonoperation of schools due to conditions beyond the control of the Employer, such as but not limited to natural disaster, mechanical failures or strikes, shall not hold the Employer liable for notice of layoff.

ARTICLE VI - RESIGNATION

When an employee resigns he/she shall file a resignation form with the District at least two (2) weeks prior to the effective date of termination of employment.

ARTICLE VII - DISCHARGE OR SUSPENSION

- A. The Employer shall not discharge or suspend any regular seniority aide without just cause. But in respect to discharge or suspension, shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union steward, except that no warning notice need be given to an employee before he is discharged or suspended if the cause of such discharge or suspension is drunkenness or being under the influence of alcohol; or under the influence of drugs; which might result in danger to the children or any other moral characteristic which makes said employee an undesirable associate of children.
- B. Written notice of discharge shall be given to a teacher aide and the Union. Should the discharged or suspended employee disagree with the discharge or suspension to be improper, a complain must be made in writing and presented to the Employer within two (2) regularly scheduled working days from the date of the employee's notification of discharge or suspension. The Employer will review the discharge or suspension and give its answer in writing within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union or the individual, the matter may be processed through the grievance procedure.
- C. The provisions of this Article do not apply to those employees classified as probationary.

ARTICLE VIII - REPORTING TIME

School aides shall report their absence from work at least one hour prior to their regular starting time.

ARTICLE IX - GRIEVANCE PROCEDURE

A grievance shall be limited to alleged violations of the provisions of this agreement or an alleged misapplication of law by the Employer.

- A. All grievances shall be placed in writing and submitted within two (2) working days of the alleged grievance to the employee's immediate supervisor. The grievance shall name and be signed by the employees(s) involved. It shall contain a statement of facts upon which the grievance is based, a reference to the Article and Sections of the Agreement which have been allegedly violated and shall state the relief requested.
- B. The immediate supervisor shall respond to the grievance filed within five (5) working days. If the employee is not satisfied with the disposition of the grievance, he may appeal within five (5) working days to the Superintendent of Schools or his designee, who shall meet with the employee and/or the Union within five (5) working days.
- C. If the Superintendent or his designee is unable to resolve the grievance within fifteen (15) working days after the date on which the grievance was submitted to the Superintendent, the grievance may be appealed to the Board of Education. The Board will meet with the employee and/or the Union within fifteen (15) working days after the appeal is filed with the Board. The Board shall render its decision within fifteen (15) working days after this meeting.
- D. If the Union is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator; provided, however, notification of intent to pursue arbitration is submitted, in writing, to the Board within five (5) days. The President and/or grievance panel of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accordance with its recommendations, which shall likewise govern the arbitration proceeding.

The Board and the Union shall not be permitted to present in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power or authority to alter, add to, detract from, or modify the terms of this Agreement, or substitute his judgment for that of the parties. Any decision rendered by the arbitrator shall be binding upon the parties in this Agreement.

Article IX - Grievance Procedure (Continued)

- E. The number of days provided for the presentation and processing grievance in each step of the grievance procedure establishes the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn; provided, however, the time limits set forth herein may be extended by mutual agreement between the Board, or its representative, and the aggrieved employee or the Union.
- F. If a grievance affects a group of employees or the bargaining unit as a whole, the Union may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step. C.
- G. The cost of acquiring any arbitrators (excluding attorneys for the respective parties) shall be paid by the parties on an equal basis.

ARTICLE X - STEWARDS

- A. The Union may designate one (1) steward and one (1) alternate steward from all of the employees covered by this Agreement. The Authority of the steward or alternate shall be limited to, and shall not exceed, the following duties and activities:
 - 1. The steward, or his alternate, at reasonable times as determined by his supervisor during his working hours, may investigate grievances and may participate in the grievance procedure (as outlined in Article IX), as the Union representative of the employee with the grievance if that employee chooses to be represented by the Union and the Union chooses the steward or his alternate to be its representative.

Investigation of grievances and participation in grievance procedure shall not interfere with the instructional operation or with other employees performing their working duties. No more than a total of one-half (1/2) hour per week may be so expended by the steward and or his alternate during their working hours without loss of time and pay. The steward or alternate shall report to his supervisor before commencing such activities and shall report back to said supervisor when said activity is finished.
 - 2. The steward or his alternate may transmit messages and information which originates and is authorized by the Union; provided such messages and information do not involve strikes, work stoppage, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Article X - Stewards (Continued)

3. The activities described in (1) shall be the only Union activities for which release time without loss of pay will be allowed and then only as set forth therein.
- B. The Employer recognizes the limitations upon the authority of the steward and the alternate as outlined above, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitation shall have the authority to impose proper discipline, including discharge at its discretion, and without any warning notice, in the event the steward or the alternate shall take strike action, slowdown or work stoppage, or in any way interfere with the Employer's business in violation of this Agreement.
- C. The Union shall notify the Employer, in writing, of the designated Steward and alternate.

ARTICLE XI - NO STRIKES OR STOPPAGES

During the life of this Agreement, the Union will not cause, nor will any member of the Union take part in any strike, concerted action, work stoppage, slow down, or any curtailment of work, or any restriction on the operation or interference with the efficient operation of the District.

ARTICLE XII - MISCELLANEOUS

- A. The provision of this Agreement shall be subordinate to the applicable laws of the United States and should any provision or any application of this Agreement be deemed or declared to be contrary to law then such provision shall be of no force and effect but all other provisions shall be continued in full force and effect. Such provisions shall be subject to renegotiations.
- B. The Employer agrees that it will allow the proper accredited representative of the local union access to the Employer's school buildings at any time during regular working hours for the purpose of policing the terms and conditions of this Agreement. However, said representative shall not interfere with the operation in any manner, and shall first report to the supervisor or other administrator when he first enters upon school property.
- C. The Employer shall provide each teacher aide a "Notice of Intent" form prior to August 1, on which the aide will indicate whether he/she will be returning to work for the coming year. The completed "Notice of Intent" shall be returned to the Employee on or before the date indicated on the form.

Article XII - Miscellaneous (Continued)

Failure to return the form as required will be deemed a by the Employer and will be recorded as a "resignation without proper notice" in the employee's personnel file.

Employees who resign and make known, in writing, within thirty (30) days of the start of the school year their availability for employment as a teacher aide shall be placed on the eligible waiting list for employment. If employed within that school year, the employee shall have prior seniority reinstated. Seniority will, however, not accrue while not employed.

- D. The Employer may grant necessary and reasonable time off, without discrimination or loss of seniority right and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided five (5) days written notification is granted to the District by the Union, and further provided such time off, without pay, shall not exceed five (5) working days.
- E. Aides will remain on duty if a substitute teacher or lesson plans are available. If not, the teacher aid may be released from duty for the remainder of the day. The teacher aid will report for duty on the next scheduled day unless otherwise notified by the school at least twelve (12) hours in advance of the normal starting time.

On any workday that a teacher aide reports for work and is released from duty they will be guaranteed a minimum of two (2) hours pay.

- F. Each employee shall have access to his own personnel file to examine its contents in the presence of administrator and at a time arranged with said administrator. Any complaints received against any employee shall not be entered into his/her personnel file without acknowledgment by the employee.
- G. When school is closed due to inclement weather or act of God, those employees affected will not be paid for the days involved but will be paid for any rescheduled days in the school calendar that are worked.
- H. Mileage
Teacher aides required to use their own automobile in performance of their duty shall be reimbursed in accordance with the applicable Board policy.
- I. Tuition Reimbursement
If employees are required to acquire new skills or training the employer will with prior approval reimburse employees for the tuition upon successful completion of the course provided, however, that no reimbursement will be made if the employee receives academic credit.

ARTICLE XIII - LEAVE WITHOUT PAY

Leave of absence without pay or other benefits provided under this Agreement may be granted by the Employer. Employees will not accumulate seniority during such leaves of absence but shall return with the seniority accumulated at the commencement of the leave of absence.

A. HEALTH LEAVE

1. Health leave, when recommended by a physician, may be granted up to a maximum of one (1) year commencing after sick leave has been used.
2. Notice of intention to return after a leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his duties. The employee must notify the Employer, in writing, at least two (2) weeks prior to his return to work.

B. MATERNITY LEAVE

1. A maternity leave of absence may be granted, to an employee electing not to use personnel illness leave for childbirth, for the purpose of childbirth and subsequent child care, for a duration of up to one (1) year.
2. A member of the bargaining unit adopting a child may receive a similar leave which shall commence upon the entry of an order by the probate court awarding custody to the adoptive parent.

C. MILITARY LEAVE

Military leave of absence is covered under the National Selective Service Act, as amended, 1970.

D. OTHER UNPAID LEAVES

Other unpaid leave of absence may be granted by the Employer for reasons deemed appropriate by the Superintendent of Schools.

ARTICLE XIV - LEAVE WITH PAY

- A. Each teacher aides I will be granted one (1) paid leave day each month of the school year not to exceed ten (10) days per school year. All days granted in this article will be cumulative to a total of forty (40) days.

Paid leave days may be used for personal illness or attending to personal business which cannot be taken care of outside of normal work hours. Personnel business days are limited to two (2) days per school year. Furthermore, up to three (3) days may be used in any school year for bereavement of members of the immediate family (defined as spouse, children, mother, father). Any teacher aide I who has accumulated days in excess of the maximum at the end of a school year will receive payment equal to one half day pay for each day in excess of the maximum but not to exceed an amount greater than two days pay.

- B. Jury Duty

Any employee with more than one (1) year seniority who is summoned for jury duty shall notify the Employer no less than seventy-two (72) hours prior to the reporting date. An employee reporting for jury duty other than Grand Jury duty shall be paid for each day on jury duty less the jury duty fee. To be eligible for jury duty pay the employee must submit a statement from the court listing the dates served. The employees benefits shall continue during this period including accrual seniority. If the employee is not required to serve a full day of jury duty, on any day, she/he shall report for work at the earliest possible time

ARTICLE XV - WORK SCHEDULE

- A. Work Year

As a general rule, teacher aides work only on those days when students are in attendance. In the event of curriculum days or other situations where students are absent, but the staff is present, the employment of teacher aides will be at the discretion of the administration.

- B. Work Day

A full time teacher aide's I's regular work day shall not be less than six (6) hours. A minimum of twenty-five (25) minutes unpaid lunch period will be provided.

ARTICLE XVI - HOLIDAYS

Teacher aide I shall receive their daily rate of pay for the following days provided they work on the scheduled workday before and after the holiday:

1. Thanksgiving Day
2. Day after Thanksgiving
3. Memorial Day
4. Good Friday
5. Christmas Eve Day
6. Christmas Day
7. New Years Day

Effective July 1, 1989, New Years Eve Day shall be added to the holiday schedule set forth above.

Reopener (1988--1991)

If during the term of this 1988-1991 Agreement the Employer agrees to grant to its teachers a holiday(s) which is not listed above and is in addition to the four (4) holidays provided for in Schedule C of the 1985-88 teacher collective bargaining agreement, then this Agreement shall, upon thirty (30) days written notice by the Union, be reopened for negotiations. If through negotiations an agreement is reached to provide the additional holiday(s) to the employees covered by this Agreement, then that holiday(s) shall be added to the enumerated holidays set forth above.

The reopener clause set forth above is for the limited purposes described therein and accordingly, if a reopening occurs, all of the Articles and Sections of the collective bargaining agreement shall nevertheless remain in full force and effect.

ARTICLE XVII - INSURANCE

LIFE

The Board shall provide at no cost to any teacher aide with seniority a term life insurance policy in the face amount of:

- | | |
|--------------------|----------|
| 1. Teacher Aide I | \$10,000 |
| 2. Teacher Aide II | 5,000 |

Coverage to be effective the first of the month following a thirty (30) day wait after the approval of the contract by both parties.

HEALTH INSURANCE

The Employer shall provide without cost to teacher aide I's health insurance coverage as provided below or the employee may elect reimbursement in lieu of medical insurance. The Employer will provide to teacher aide II's one half (½) the premium for health insurance coverage as provided or the employee may elect reimbursement in lieu of medical insurance.

1. Reimbursement

All eligible employees must elect either coverage or reimbursement in lieu of coverage by the Friday following Labor Day of each year. Those

Article XVII - Insurance/Reimbursement (continued)

employees electing reimbursement shall receive payment at the end of the school year if they have worked the full school year. The amount of reimbursement shall be:

(1) Teacher Aide I	\$400
(2) Teacher Aide II	200

2. Medical Coverage

Medical coverage to be provided will be Blue Cross-Blue Shield, MVF-1, full family, nondeductible hospital and surgical insurance protection with NC rider and Master Medical, Option III - Allowable health card expense exceed \$50 for one person and \$100 for two or more persons, with 20% co-pay.

3. Reopener (1988-1991)

If during the term of the 1988-1991 Agreement the Employer agrees to provide optical insurance to its teachers, then this Agreement shall, upon thirty (30) days written notice by the Union, be reopened for negotiations. If through negotiations an agreement is reached to provide optical insurance to the employees covered by this Agreement, the terms and conditions of the optical plan shall be added as Paragraph 3 of Article XVII of this Agreement.

The reopener clause set forth above is for the limited purpose described therein and accordingly, if a reopening occurs, all of the Articles and Sections of the collective bargaining agreement shall nevertheless remain in full force and effect.

ARTICLE XVIII - RETIREMENT

The Board may adopt a mandatory retirement policy which requires the retirement of employees at the minimum age permitted by law.

ARTICLE XIX - NONDISCRIMINATION

The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied in manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

ARTICLE XX - DURATION OF AGREEMENT

ARTICLE XXI - EFFECTIVE DATES


This Agreement shall be effective on September 12, 1988 and shall continue in effect until June 30, 1991, and thereafter from year to year, unless either party requests at least sixty (60) days prior to July 1, 1991 to terminate this Agreement or modify its terms.

TEAMSTERS, LOCAL 214


By


Its President

By


Its Business Agent

By


Negotiation Committee

By

Negotiating Committee

CRESTWOOD BOARD OF EDUCATION

By


Its President

By


Its Secretary

WAGE SCHEDULE A

Teacher aides will be compensated according to the following hourly wage rates:

A. Full time (at least 30 hr./week)

	<u>1988-89</u> ^(*)	<u>1989-90</u>	<u>1990-91</u>
Start	\$6.12	\$6.40	\$6.82
60 Days	6.36	6.65	6.98
1 Year	6.66	6.96	7.31
2 Years	6.91	7.23	7.59
3 Years	7.16	7.49	7.86
4 Years	7.40	7.74	8.13
5 Years	7.64	7.99	8.39

Employees with eight (8) or more years service will receive on their anniversary date of hire a payment equal to one weeks wages at the prevailing rate of pay. Such payment to be payable on the last pay date following the anniversary date of the calendar year.

B. Part Time (less than 30 hr./week)

	<u>1988-89</u> ^(*)	<u>1989-90</u>	<u>1990-91</u>
Start	5.98	6.35	6.82
1 Year	6.40	6.80	7.30

(*) The 1988-89 wage rate only shall be retroactive to July 1, 1988.

LETTER OF UNDERSTANDING

It is understood and agreed between the Crestwood School District and Teamsters, Local Union 214, Teacher Aides, that the Agreement between the parties for 1988-91 shall incorporate the following provisions effective July 1, 1988.

Article I - Recognition

For purposes of representation only, Teacher Aide II shall include part time aides who work a minimum of thirteen (13) hours per week.

Article XVII - Insurance

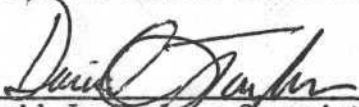
Preface to body of article:

Eligibility for Insurance

Employees to be eligible for enrollment for insurance programs or benefits must work a minimum of fifteen (15) hours per week, as restricted for eligibility by the insurance carriers, and any employee who is concurrently working for another employer, where insurances are provided, shall not be eligible for insurance programs or benefits from the School District which are provided by another employer. Teacher Aide II's who work less than fifteen (15) hours per week shall be eligible only for the health insurance reimbursement stipend otherwise available for Aide II's who work a minimum of fifteen (15) hours per week.

Crestwood School District

Teamsters, Local Union 214



David J. Taylor, Superintendent



Sharon J. Dean, Negotiation Committee

7/27/89
Date

7-31-89
Date

DJT:1b
7/27/89
local214aides