

AGREEMENT

between the

THE EAST JACKSON COMMUNITY SCHOOLS

and the

**THE INTERNATIONAL UNION
OF**

OPERATING ENGINEERS

LOCAL 547 - A, B, C, E, G, H - AFL-CIO

**Secretaries ~ Teacher Aides
Bargaining Unit**



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July 1, 2007- June 30, 2009

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ARTICLE 1

PURPOSE

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 of wages, hours, and working conditions.

ARTICLE 2

UNION RECOGNITION, AGENCY SHOP, CHECK OFF

Section 1. Union Recognition

- (a) The Board hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.
- (b) The term "employee" as used herein shall include all Teacher Aides and Secretaries and hourly Secretarial-Clerical workers, excluding all supervisors as defined in the Act, Confidential Employees (Superintendent's Secretary/Office Manager, District Finance Clerk, and Payroll Secretary), substitutes, seasonal employees and all other employees of the Board are specifically excluded from this bargaining unit.
- (c) Employees hired into the bargaining unit after June 30, 2007 will be eligible for:
 - (1) One half of the paid sick leave and personal business days in Article 16.
 - (2) Fifty (50) percent of the premium contribution paid by the district for employees hired prior to this date toward hospitalization insurance.
 - (3) Holiday pay for Christmas Eve Day, Christmas Day, the day following Christmas, New Years Eve, New Years Day.

Section 2. 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 Agreement, 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 ninety (90) calendar days of their date of hire by the Board as a condition of employment, pay to the Union a service charge in an amount established by the Union in accordance with it's procedure. In the event an employee challenges the level of the service fee charged by the Union through it's procedure, the parties shall meet to discuss the procedure to be utilized during the pending of the employee's appeal.

- (b) The payroll deduction of dues and service fees is required as a condition of this Agreement. The Board shall, accordingly, payroll deduct dues and service fees pursuant to the authority set forth in MCLA 408.477.
- (c) 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.
- (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) 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.
- (f) The Board agrees that upon hiring any new employees who are not members of the Union, the Board shall send a letter advising the Union of the names and dates of hiring of the new employees.
- (g) The Union agrees to indemnify and hold the Board harmless against any and all claims, demands, costs, awards, suits or other forms of liability including but not limited to back pay, damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this Article. It is specifically and expressly agreed that payment of any of the above shall be made directly from the Union to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason relating to the provisions of this Article.

Section 3. Check Off

- (a) The Board shall deduct the Union dues or service fees 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 in which said deductions were made, together with a listing of each employee and the amount that is deducted each month.
- (b) Such monies, 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 3

NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State, and local laws pertaining to fair employment practices. 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 4

MANAGEMENT RIGHTS

- (a) It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished by the Board, shall continue to vest exclusively on and be exercised exclusively by the Board without prior negotiations with the Union as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, subject to the express provisions of this Agreement, the right to:
 - (1) Manage and control its business, its equipment, and its operations and to direct the working force and affairs of the school district.
 - (2) Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this

Agreement, and the right to establish, modify or change any work or business or school hours or days.

- (3) The right to direct the working force, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work duties to employees, determine the size of the work force and to lay-off employees, but not in conflict with the provisions of this Agreement.
- (4) Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation, and the institution of new and/or improved methods or changes therein.
- (5) Adopt reasonable rules and regulations which shall be made known in writing to the employee.
- (6) Determine the qualifications of employees, including physical condition.
- (7) Determine the number and location or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- (8) Determine the placement of operations, services, maintenance, or distribution of work, and the source of materials and supplies.
- (9) Determine the financial policies: including all accounting procedures and all matters pertaining to public relations.
- (10) Determine the size of the management organization, its functions, authority, and amount of supervision, provided that the Board shall not abridge any rights of the employee as specifically provided for in this Agreement.
- (11) Determine the policy affecting the selection, testing, or training of employees, provided that such selection shall be based upon lawful criteria.

- (b) All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Board.
- (c) The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiation between the parties during the term of this Agreement, except as specifically provided for in this Agreement.

ARTICLE 5

VISITATION

Upon request by the Union, and the presentation of proper credentials, Officers or accredited representatives of the Union 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 visitation shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE 6

STEWARDS

- (a) The employees will 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 furnished by the Union to the Board.
- (b) Reasonable arrangements may be made to allow the Chief or Alternate Steward time off with pay for the purpose of investigating and receiving grievances, and to attend grievance and negotiating meetings, upon arrangements being made with their immediate supervisor.
- (c) During the Stewards' term of office, they shall be deemed to head the seniority list for the purpose of lay-off and recall only; provided that they are qualified to do the required work. Upon termination of their terms, they shall be returned to their regular seniority status.

The Union agrees to indemnify and hold the Board harmless against any and all claims, demands, costs, awards, suits or other forms of liability including but not limited to back pay, damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this section.

ARTICLE 7

SAFETY PRACTICES

- (a) 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.
- (b) The employee will inform the Board of any such job hazard as soon as the employee first (1st) becomes aware of such unsafe areas, conditions, or equipment. The employee will exercise reasonable safety precautions in the pursuit of the employee's duties and correct hazardous and unsafe conditions occurring within the realm of the employee's responsibility and capability. The Board, upon notification of an alleged unsafe condition, shall make reasonable adjustments in such condition if, as the result of the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE 8

JURISDICTION

Employees of the Board not covered by the terms of this Agreement shall not perform work covered by this Agreement, except for the purposes of instructional training, experimentation, or in cases of emergency.

ARTICLE 9

SENIORITY

- (a) A newly hired employee shall be on a probationary status for ninety (90) calendar days, taken from and including the first (1st) day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are

absent on scheduled work days, or who serve their probationary period during times when school is not in session and/or their job is not operative, shall work additional days equal to the number of days the employee was absent, or equal to the number of days that their job was not operative, and such employees shall not have completed their probationary period until these additional days have been worked.

- (b) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the employee's first (1st) working day. Seniority shall be determined by the employee's continuous service with the Board, subject to the provisions stated in this Article.
- (c) In the event that the Board determines that it is necessary to reduce the number of employees through the lay-off procedure, the Board will furnish the affected employee or employees a minimum of two (2) weeks written notice prior to the date that the scheduled lay-off or lay-offs are to become effective. Employees shall be laid off and recalled according to their seniority in their classification (see Appendix A). An employee on scheduled lay-off shall have the right to exercise their seniority and displace a lesser seniority employee in a lower classification, provided the senior employee is qualified to hold the position held by the lesser seniority employee.
- (d) An employee will lose their seniority for the following reasons:
 - (1) The employee resigns.
 - (2) The employee is discharged for cause, and such discharge is not reversed through the Grievance Procedure.
 - (3) The employee retires.
 - (4) Is on layoff for a period in excess of thirty-six (36) months from the effective date of layoff.
- (e) Seniority shall continue to accumulate within the Bargaining unit for an employee who transfers to either a supervisory or a confidential position outside of the bargaining unit, with that employee having the right to exercise this seniority and return to the bargaining unit in the event that such employee vacates their supervisory or confidential position and returns to the bargaining unit. The right to return to the bargaining unit shall be limited to circumstances where the

employee voluntarily relinquishes the position outside of the bargaining unit or where the Board has determined that the employee's job performance in the position outside the unit is unsatisfactory.

- (f) An updated seniority list shall be furnished to each employee covered by this Agreement, and a copy sent to the Union 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 date of entry into the classification.
- (g) Probationary employees are subject to termination at the discretion of the Board.

ARTICLE 10

VACANCIES AND NEWLY CREATED POSITIONS

Section 1. Vacancies

- (a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of the vacancy, or the establishment of the new position, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making application to fill the vacancy or the new position shall be transferred to fill the vacancy or the new position, provided the employee has the necessary qualifications to perform the duties of the job involved. In the case of appointment of Building Secretaries, the Board reserves the right to employ the most qualified applicant from either within, or outside of the bargaining unit for the position.
- (b) Vacancies or newly created positions are to be posted in the following manner:
 - (1) The type of work
 - (2) The classification
 - (3) The place of work
 - (4) The starting date
 - (5) The rate of pay
 - (6) The hours to be worked

- (c) The Board shall be permitted to increase hours in teacher aide position up to eight (8) hours per day (aggregate for the unit) each fiscal year without re posting the effected jobs.

The limitations set forth in this section will not apply to special education positions involving the one-to-one assignment of a teacher aide and single student. Any adjustments in hours in this instance will not be counted in the aforementioned eight (8) hours and will not require posting the job.

- (d) The district reserves the right to conduct a bid meeting prior to the start of the school year to fill aide positions rather than post the positions under Section A above. The standards for filling the positions at the bid meeting will be the same as set forth in Section A. In the event a meeting is conducted, the district will post the list of known vacancies in each building at least two (2) work days prior to the meeting date.

Section 2. Trial Period, Vacancies, Newly Created Positions

A transferred or promoted employee shall serve a trial period of ninety (90) calendar days. During this ninety (90) calendar day period, the employee may request to be returned to their former position, and the Board shall honor such request, 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 their former position. In the event that the Board returns the employee to their former position, the Board shall furnish the affected employee the written reason or reasons as to why their work performance was unsatisfactory, and as to why the Board is returning them to their former position. The employee shall have the right to grieve the written reason or reasons that have been furnished by the Board to the employee. During the time period that the employee is serving a ninety (90) calendar day trial period, the Board may fill any subsequent vacancies with a temporary/substitute employee.

Section 3. Temporary Vacancies

In the event of a temporary vacancy, the Board shall have the right to hire a temporary employee during the duration of the vacancy. Temporary vacancies are defined as job openings occurring when a regular employee is absent from the job for reasons permitted under this Agreement, but is due or

scheduled to report back to their regular work assignment within a defined time. In the event that the regular employee does not return to their position from their absence, then as of the date that the determination is made that the employee will not be returning to their former position, the position will then be considered to be vacant and will be filled as specified under the terms of this Article.

Section 4. Temporary Transfers

- (a) Any employee temporarily transferred from their classification to another classification within the bargaining unit, shall be paid either 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) Involuntary temporary transfers shall be for a period of no longer than sixty (60) calendar days, except in the event that both parties mutually agree to an extension of the sixty (60) calendar day period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the sixty (60) calendar days, the position shall then be considered vacant, and shall be posted for bidding from interested employees except in cases where the temporary transfer is caused due to an employee in the bargaining unit being placed on either an unpaid leave of absence, or who is receiving Board paid sick leave.

ARTICLE 11

NEW JOBS

- (a) When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification, the Board shall place into effect a new classification and a rate of pay for the job in question and the Board shall designate the classification and pay rate 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.
- (b) 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 that the Board 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 (1st) began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the Grievance Procedure. Each party shall submit its final position on the disputed new job rate to the arbitrator. The arbitrator must then select either the last offer of the Union or of the Board. 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 between the parties, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

ARTICLE 12

DISCIPLINE DISCHARGE

- (a) Dismissal, suspension, and/or disciplinary action shall be only for just and stated causes with the employee having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, and other disciplinary action shall be sent to the employee and the Union. Causes deemed sufficient for dismissal, suspension, and/or other disciplinary action include, but are not limited to the following: being in possession of alcoholic beverages or controlled substances on school property, drunkenness, use of controlled substances, dishonesty, insubordination, taking an unauthorized leave of absence, absence from work without notifying the Board, willful violation of adopted Board's rules, or conduct unbecoming to an employee in the public service.
- (b) 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 such action was taken.

- (c) 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, the employees 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.
- (d) This Article shall not apply to probationary employees.

ARTICLE 13

UNPAID LEAVES OF ABSENCE

- (a) An employee who, because of illness or disability (including Workers' Compensation) is unable to report to work and has exhausted all sick leave shall be granted a leave of absence for the duration of such disability not to exceed one (1) calendar year.

The employee must promptly notify the Board of the necessity for the leave and supply the Board with a written statement from a medical or osteopathic doctor verifying the necessity for the leave and provide additional verification when requested by the Board.

For purposes of computing the maximum one (1) calendar year leave of absence for employees on Workers' Compensation, available unpaid leave time will be calculated as if the paid sick leave days used under Article 16 (Section 5) were not prorated.

- (b) Leaves of absence shall be granted to employees covered by this Agreement for the purpose of personal need, provided that the employee supplies the Board with a written request for such leave by no later than two (2) weeks prior to the date that the employee desires to take such leave.
- (c) Leaves of absence shall be granted for needed periods of time not to exceed one (1) year for prolonged serious physical or

mental illness or prolonged serious illness in the employee's immediate family which includes, husband, wife, children or parents of the employee.

- (d) Leaves of absence shall be granted for a specified period of time not to exceed one (1) year for training related to an employee's regular duties in an approved educational institution.
- (e) Whenever an employee shall become disabled or shall anticipate disability, the employee upon request of the Board, shall furnish a written statement from the employee's attending physician stating any restrictions on the nature of work that the employee may perform. Employees who become disabled shall be granted an unpaid leave of absence for the period of the disability or one (1) year, whichever is less. Upon return to active service, an employee will be required to furnish a written statement from the employee's attending physician indicating that the employee is physically able to return to work.
- (f) 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.
- (g) 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 civil disorders or other emergencies, provided such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.
- (h) Any employee in the bargaining unit who is either elected or appointed to full-time office or position in the Union whose duties require their absence from work, shall be granted a leave of absence for the term of such full-time position or office in the Union.
- (i) All requests for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Board, a copy furnished to the employee, and a copy sent to the Union.

- (j) 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 their leave of absence, and the employee shall be entitled to resume their regular seniority status, and all job and 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/or the Board.

ARTICLE 14

GRIEVANCE PROCEDURE

Definitions:

- (a) A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.
- (b) The time elements in the steps may be shortened or extended upon mutual written agreement between the parties.
- (c) For the purpose of processing grievances, working days shall be defined as Monday through Friday, on any day in which the employee is scheduled to work, excluding all paid holidays.
- (d) Any employee or Union grievance which is not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the alleged conditions giving rise to the grievance shall not hereafter be considered a grievance under this Agreement. The time limitations of this section will be extended to ten (10) working days in wage and salary matters.
- (e) Any grievance which is not appealed within the specified time limits set forth in that step of the grievance procedure, shall be considered to be settled on the basis of the decision rendered at the previous step of the grievance procedure. Failure of the Board at any step of the grievance procedure to communicate the decision on the grievance in writing to the Union within the prescribed time limits set forth in that step of the grievance procedure, shall permit the Union to move consideration of the grievance to the next step of the grievance procedure.

Procedure:

Step One.

- (a) Any employee having a complaint shall discuss the complaint with their immediate supervisor, or building principal, whichever they feel is most appropriate. If the grievance is not settled orally with their immediate supervisor, or building principal, the employee may request a meeting with the Chief Steward to discuss the complaint.
- (b) The Chief Steward then may submit the grievance in writing to the building principal, stating the remedy or correction requested, plus the facts upon which the grievance is based, the alleged contract violation, and the relief requested. The employee and the Chief Steward shall sign the grievance.

Step Two.

- (a) The Chief Steward and the grievant or grievants shall meet with the building principal to discuss the grievance within five (5) working days of its written submission to the building principal.
- (b) The building principal shall give his/her decision in writing relative to the grievance within five (5) working days of his/her meeting with the Chief Steward and the grievant or grievants.

Step Three.

- (a) Any appeal of a decision rendered by the building principal shall be presented in writing to the Superintendent, by the Union, within five (5) working days of the date of receipt of the decision by the building principal.
- (b) The Superintendent or his designee shall meet with the Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following the date of the receipt of the appeal.

Step Four. Arbitration

Individual employees shall not have the right to process a grievance at Step Four (4).

- (a) If the Union is not satisfied with the disposition of the grievance at Step Three (3), it may within fifteen (15)

calendar days from the receipt of the decision of the Superintendent, refer the matter for arbitration to the Federal Mediation and Conciliation Service, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the Federal Mediation and Conciliation Service.

- (b) Neither party may raise a new defense or ground at Step Four (4) not previously raised or disclosed at other written levels. Neither party shall be permitted to present in the arbitration hearing any evidence whether written or oral, that had not been disclosed to the other party in any of the previous written levels of the grievance procedure.
- (c) The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Union. Subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be placed into effect within fifteen (15) calendar days from the date of receipt of the arbitrator's decision.
- (d) Powers of the arbitrator are subject to the following limitations:
 - (1) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - (2) He shall have no power to establish salary scales, except pursuant to Article 11 (b) of this Agreement.
 - (3) He shall have no power to interpret State or Federal Law.
 - (4) He shall not hear any grievance previously barred from the scope of the grievance procedure.
 - (5) More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties.
 - (6) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event however, shall the settlement be earlier than thirty (30) calendar days prior to the date on which the grievance is filed.

- (7) He shall have no power to hear grievances pertaining to the discipline or discharge of a probationary employee.
- (8) He shall have no power to rule on any matter involving employee evaluations and individual development plans unless the employees services with the district are terminated.
- (e) The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear its own costs of representation and witnesses.
- (f) The arbitrator shall render his decision in writing no later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

ARTICLE 15

HOURS AND WORK WEEK

Section 1. Work Year, Week, and Day

- (a) The normal work year shall be forty-four (44) weeks for the High School Building Secretary and forty-two (42) weeks for all other full-time building secretaries and secretarial-clerical employees. Teacher aides shall report for work only on those days scheduled for student instruction within the official school calendar unless they are asked to work additional days (i.e. usually one hundred eighty [180] days).
- (b) The regularly scheduled work week for full-time shall consist of thirty-seven and one-half (37-1/2) hours for building secretaries and secretarial-clerical employees, and thirty (30) hours for teacher aides, beginning at 12:01 a.m. and ending one hundred twenty (120) hours thereafter.
- (c) The normal work day shall be seven and one-half (7-1/2) consecutive hours per day for building secretaries and secretary-clerical employees which shall include a one-half (1/2) hour paid lunch period. The normal work day shall be six and one-half (6-1/2) consecutive hours for teacher aides which for the school year shall include a one-half (1/2) hour paid lunch period. Assignments of less than seven and one-half (7-1/2) hours per day may be made for building

secretaries or secretarial-clerical employees and assignments of less than six (6) hours per day may be made for teacher aide employees.

- (d) Daily arrival and departure times will be determined by the building principal or the immediate supervisor.

Section 2. Overtime Rates will be Paid as Follows:

- (a) Time and one-half (1-1/2) will be paid for all authorized time worked in excess of forty (40) hours in one (1) week, for which overtime has not already been earned.
- (b) No employee will be required to take time off from their normal work schedule during the week in place of receiving any overtime compensation for any hours worked.
- (c) Time paid for under this Agreement shall not be counted as time worked for the purpose of computing all overtime pay.

Section 3. Distribution of Overtime

Overtime shall be divided and rotated as equally as possible according to seniority within classification and within one (1) building, and among those employees within that classification who regularly perform such work provided they are sufficiently able to perform such work.

Section 4. Rest Periods

Each full-time employee covered by this Agreement shall receive one (1) fifteen (15) minute paid rest period during the first (1st) half (1/2) of their work day each day, and one (1) fifteen (15) minute paid rest period during the second (2nd) half (1/2) of their work day each day. The building principal or the immediate supervisor shall schedule all such rest periods.

Section 5. Call-In Pay

Whenever an employee is called back to work after the completion of, or prior to the start of the employee's regularly scheduled working hours, the employee shall receive the pay for the actual time worked at the appropriate rate of pay or a minimum of two (2) hours pay at the employee's straight time hourly rate, whichever is greater.

Section 6. Reporting Pay

Any employee called to work or permitted to come to work without being notified by the Board that there will be no work, shall receive three (3) hours pay at the appropriate rate of pay.

ARTICLE 16

PAID LEAVE TIME

Section 1. Sick Leave

- (a) Each employee covered by this Agreement shall be entitled to sick leave accumulated into the employee's individual sick leave account according to the following schedule:
- (1) Building secretary and building secretary-clerical who work less than twelve (12) months per year: ten (10) days per year in the employee's individual sick leave account with a maximum accumulation of one hundred forty (140) days.
 - (2) Teacher Aides who work approximately one hundred eighty (180) days per year: ten (10) days per year in the employee's individual sick leave account with a maximum accumulation of one hundred ten [110] days.
- (b) Upon hire, the employee will be credited with a prorated fiscal year allowance. At the beginning of each year (July 1st), all employees will be credited with the annual allotment based on the above schedule. A day of sick leave which is credited to the employee's account will be equal in length to the workday of the employee at that time. A day of sick leave taken by the employee and deducted from the employee's account will be equal in length to the workday of the employee at the time the employee takes the sick leave. Employees on sick leave in excess of three (3) consecutive working days may be required to submit medical proof of illness in order to receive sick leave pay.

Employees transferring from one East Jackson IUOE unit to another East Jackson IUOE unit shall be credited, at the end of their successful probationary period with 20% of the computed cash equivalent, in days, to their new sick leave account.

- (c) Sick leave shall be granted to employees when they are incapacitated from the performance of their duties by sickness, injury or for medical, dental, and optical examination or treatment. Employees shall schedule medical, dental, and optical examinations or treatment during vacation periods, or outside of normal work hours whenever possible. Sick leave limited to two (2) days per instance shall be granted for illness or emergency within the immediate family.

Immediate family will be defined for purposes of this provision as the employee's spouse, parent or child.

If additional days are needed in cases involving extreme illness or disability, a request can be made through the Steward to the Superintendent. Such cases will be reviewed on a case-by-case basis and as such will not be deemed precedent setting if granted.

- (d) Each employee covered by this Agreement shall receive full pay for twelve (12) unused sick leave days, and if there are more than twelve (12) unused sick leave days accumulated, the employee shall be paid one (1) additional sick leave day at full pay for each full year of service with the Board (until such days in excess of twelve [12] are exhausted) upon retirement under provisions of the Michigan Public School Employee's Retirement System regulations.

Section 2. Funeral Leave

- (a) All employees covered by this Agreement shall be granted up to five (5) working days off with pay for each death in the employee's immediate family. The immediate family shall be construed to mean one (1) of the following: spouse, children, parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law. Additional time may be granted and deducted from sick leave if needed for travel to distant States.
- (b) In the event of the death of an employee of the Board, a representative number of employees within the bargaining unit may attend the funeral, the specific employees and the number of employees to be mutually agreed upon between the Superintendent and the Chief Steward.

Section 3. Personal Business Days

Full-time secretary-clerical employees shall receive three (3) days per year, and teacher aides shall receive three (3) days per year, for legal business or family matters which require the employee's absence from their regular working assignment, and such days shall not be chargeable to the employee's individual sick leave account. Personal business days may not be taken the day before or after holidays, vacations or break periods unless approved by the superintendent. Requests will be assessed on a case-by-case basis and the denial of the request is not subject to the grievance procedure. Application for such leave will be made at least two (2) working day prior to the date the employee desires to take such leave, except in case of emergency, when a shorter notice will be acceptable. Any of the employee's unused personal business days shall be accumulated into the employee's individual sick leave account in addition to their normal accumulative sick leave at the end of each year.

Personal business days may not be taken the day before or after holidays, vacations or break periods unless approved by the Superintendent. Requests will be assessed on a case-by-case basis and the denial of the request is not subject to the grievance procedure.

Section 4. Union Leave

The Board shall pay one (1) day of Union release time for one (1) steward for each contract year providing two (2) weeks advance notice is given.

Section 5. Worker's Compensation

In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the employee will be entitled to use their sick leave on a pro rate basis in order to continue receiving their regular daily wage. Once sick leave is exhausted, the employee will only receive the amount paid by law. Employees shall promptly report all injuries to the supervisor and business office within forty-eight (48) hours and complete the required accident report forms.

For purposes of calculating the period for continued payment of insurance premiums, days will not be prorated. For example, if the employee has thirty (30) accumulated sick leave days, premium payments will continue for thirty (30) work days.

Section 6. Jury Duty

Employees requested to appear for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for such jury service. In the event that the employee is subpoenaed by the Board as a witness in any case connected with the employee's employment, the employee will be paid their full pay. These provisions to apply in the event the employee is unable to obtain a waiver.

ARTICLE 17

HOLIDAYS

- (a) The Board will pay the normal day's pay for the following holidays for all employees:

New Year's Eve Day
New Year's Day
Memorial Day
July Fourth (52 Week Secretaries)
Labor Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Eve Day
Christmas Day
Day following Christmas

- (b) If there is a half 1/2) day of student instruction scheduled on Good Friday, employees shall be released with pay for the balance of the day.
- (c) Building secretaries and full-time secretarial-clerical employees required to work on any of the above named holidays shall receive double time (2X) for hours worked in addition to the regular holiday pay.
- (d) In the event that any of the above named employees are on sick leave on any of the above named holidays, the employees shall not have that day deducted from their earned accumulated sick leave accounts.
- (e) The above named employees must work their last scheduled workday prior to the holiday and their first (1st) scheduled workday after the holiday to be eligible for holiday pay, except in the case where the employee has an excused absence.

- (f) When the paid holiday falls on a weekend, the above named employees shall be granted either the day before or after the holiday off with pay, or the employees shall be paid for the holiday in addition to their normal earnings.
- (g) Holiday pay shall be determined in accordance with the employee's regular daily schedule.

ARTICLE 18

VACATIONS

- (a) All employees covered by this Agreement who are assigned to fifty-two (52) week positions, who have completed the below-specified years of service, shall receive the following weeks of vacation with pay:

Through five (5) years of service - one (1) week.

After five (5) years through fifteen (15) years of service - two (2) weeks.

After fifteen (15) years through twenty (20) years of service - three (3) weeks.

After twenty (20) years of service - four (4) weeks.

Years of service shall refer to the length of service in a secretarial position.

- (b) A newly hired employee shall receive prorated vacation allowance which is earned from the employee's date of hire until the first (1st) day of July following the employee's date of hire. Every year thereafter, the employee shall earn their vacation time from July 1st until June 30th of each year. Each employee shall earn their vacation time as of July 1st of each year, which shall be earned based on the employee's year of hire as opposed to the year the employee is due to be granted vacation time for each year.
- (c) Employees terminating employment or beginning a leave of absence shall receive prorata vacation allowance for each month or major fraction thereof between the employee's anniversary date (July 1st) and the employee's termination date.

- (d) Vacations may be requested and taken during the calendar year. Vacation requests for the summer months shall be submitted by May 1st of that year and vacation requests for the school session period shall be submitted by October 1st of each year. All vacation requests shall be submitted in writing to the appropriate supervisor.
- (e) No more than one (1) employee in the unit may be off at one time during periods when schools are in session for students.
- (f) Vacation scheduling for periods when school is not in session for students shall insure that staffing needs of the district are met.
- (g) If an employee needs to reserve a vacation time because of pre-arranged travel reservations, a vacation will be allowed as per above for the first (1st) employee who makes the request regardless of seniority, providing reservations are confirmed and tickets paid for with proof of payment being provided upon request of the supervisor.
- (h) Except as stated above, all ties for vacation time requests will be determined by seniority.
- (i) A full-time substitute may be hired for employees who take vacation time when schools are in session. Overtime will not be offered to replace vacationing employees.
- (j) Employees must have been in a Board pay status more than seventy-five percent (75%) of the year to qualify for vacation. Workers' Compensation is not considered a Board pay status. Employees who are in a pay status less than seventy-five percent (75%) of the year will receive prorata vacation benefits.

ARTICLE 19

INSURANCE PROTECTION

Section 1. Hospitalization Insurance

Upon proper application, the Board shall pay the full cost of the premiums for full-time secretarial-clerical employees and their dependents for MASB-Set Ultra Med (BC/BS Plan 1 Option B with \$10/\$40 Drug card) hospitalization insurance subject to the following maximum contribution schedule each month:

At any time the actual premium rates exceed the following schedule, the employee will pay any amounts in excess of the rates below in addition to a 4% monthly premium contribution:

	7/01/07 - 6/30/08	Effective July 1, 2008
Full Family	\$ 1,354.00	\$ 1,408.16
Two Party	\$ 1,088.20	\$ 1,362.61
Single	\$ 483.83	\$ 503.18

Any amounts in excess of the above rates will be payroll deducted as a condition of this agreement.

If the actual monthly premiums exceed the district's premium contributions in any subscriber category:

1. The balance will be payroll deducted from the employee as a condition of this Master Agreement.
2. The parties will meet and confer at the request of the union to identify any mutually acceptable means of adjusting health care plan components to reduce and/or eliminate the out-of-pocket deductions.

Employees not eligible for health insurance may enroll in health care at the employee's cost subject to the rules and regulations of the insurance carrier and underwriters and the district's procedures for the payment of premiums.

Section 2.

Those full-time secretarial-clerical employees who do not enroll in the hospitalization insurance program as provided by the Board, will receive \$170 per month under a qualified cafeteria plan.

Section 3. Optical Insurance

Optical insurance will be provided to all building secretaries and full time secretarial-clerical employees.

Section 4. Optional Benefits

For less than full-time secretarial-clerical employees working twenty (20) hours per week or more, and at least thirty-eight (38) weeks per year, the Board will pay, not to exceed twenty dollars

(\$20.00) per month, toward School Employers Trust (SET) optional insurance programs. This amount will be prorated based upon working hours (i.e. working less than 37.5 hours).

Section 5. Payment of Premiums

The Board shall pay the herein described insurance coverage premiums for building secretaries and full-time secretarial-clerical employees covered by this Agreement who are eligible to participate in the provided coverage, for the full twelve (12) months of each year, provided the employee remains in the employment of the Board.

Section 6. Life Insurance

The Board agrees to pay the full premium of a twenty-five thousand dollar (\$25,000.00) term life and AD&D Insurance Plan for each employee for a twelve (12) month period provided the employee is regularly scheduled to work thirty (30) or more hours per week.

Each employee, upon termination of his/her employment, shall have a thirty (30) calendar day conversion right of their group term policy. An employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment with the Board.

Section 7. General

All insurance coverage is subject to the rules and regulations of the underwriting carrier.

The Board reserves the right to change carriers provided the coverage is similar.

Laid off employees shall not be entitled to paid hospitalization, but may continue to participate in the group plan subject to the following conditions:

- (a) The carrier allows such benefit; and
- (b) The employee's payment is in the Board Office seven (7) days prior to the first (1st) day of each month for which the Board makes the payment.

In the event certain types of coverage are prohibited by operation of law to be paid for with public school funds, such coverage at Board expense will be discontinued. Such coverage may be

continued at the expense of employees subject to the rules and regulations of the insurance underwriters and insurance administrators. Where the requirements of insurance administrators and/or underwriters requires one hundred percent (100) of eligible employees, such amounts will be payroll deducted as a condition of this master agreement pursuant to the authority set forth in MCLA 408.477.

ARTICLE 20

BULLETIN BOARDS

- (a) The Board shall provide bulletin board space within each of the buildings of the Board in which there are employees covered by this Agreement with such bulletin board space to be used solely by the Union, and with such bulletin board space to be used for the following notices:
- (1) Recreational and social affairs of the Union;
 - (2) Union meetings;
 - (3) Union elections;
 - (4) Reports of the Union;
 - (5) Rulings or policies of the Local or International Union.
- (b) Notices and announcements shall not contain anything Political or controversial, or anything reflecting upon the Board, any of its employees, or any other labor organizations among its employees. It is further agreed that there shall be no notices or announcements posted which violate the provisions of this Article. The posting of all such notices shall be done by either the Union Officers, Representatives, or the Chief or Alternate Steward.

ARTICLE 21

GENERAL

Section 1. Tax Sheltered Annuities

The Employer agrees to deduct the premiums for variable tax deferred annuities solely paid for by the employee and to remit

such premiums to the Board designated insurance company. Such deductions shall be limited to the following companies:

Jackson National Life	Mass Mutual Life
Metropolitan Life	Northern Life
Northwestern National	Prudential
Valic	Century Company of America

Section 2. **Parking**

Parking facilities shall be provided by the Board for all of the employees covered by this Agreement with such parking facilities to be within the reasonable proximity of the employee's work stations.

Section 3. **Resignation**

- (a) Any employee desiring to resign from their employment with the Board shall file a letter of resignation with the Board at least ten (10) working days prior to the effective date of such resignation.
- (b) Any employee who resigns from their position with the Board in the manner herein described, maintains their right to any earned allowable benefits due the employee upon separation which are provided for in this Agreement.

Section 4. **Deductions**

The Board agrees to make available to all of the employees covered by this Agreement any payroll deduction services which are available through the Board such as savings bonds, Credit Union, etc.

Section 5. **Continuing Education**

The Board agrees to pay the full tuition fee, plus expenses, for any employee the Board requires to attend a workshop, in-service training seminar, self-improvement course, or other job related professional growth activities of a nature specifically designed to provide on the job improvement.

Section 6. **Physical Examination**

The Board agrees to pay the full cost of any physical examination required of the employee by the Board, provided such examination is not a result of the employee's illness, or feigned illness.

Section 7. Mileage

Employees, who are required to use their own personal transportation for carrying out their job responsibilities for the Board, shall be reimbursed for all such miles driven at the IRS rate and procedure as established by the Board.

Section 8. Emergency

When the employee's immediate supervisor will not be available, the employee will be informed of a person to contact in the event of an emergency situation.

Section 9. Legal Protection

If any legal action is brought against an employee covered by this Agreement by reason of any action related to the employee's performance of their job responsibilities within the scope of the Board's rules and policies, the Board will provide such legal counsel and all necessary assistance without cost to the employee in the employee's defense, to the limits set forth in the school district liability insurance policies.

Section 10. Notification of Assignment

All employees covered by this Agreement shall be notified no later than two (2) weeks prior to the start of the school calendar year as to their tentative assignment for the following school year.

Section 11. Medication

The parties agree to abide by state law pertaining to the administration of medication to students. Employees will not be required to administer any medication in violation of State law.

Section 12. Inclement Weather Days

The parties, in recognition of state law as found in MCLA 388.1701(3) and (4), do mutually understand that school days canceled owing to inclement weather or conditions not within the control of the Board, shall be rescheduled as required by the herein referenced law. Normally, employees shall not be required to work on such canceled days and shall, as directed, work on days that have been rescheduled to make up for the days lost owing to cancellation.

Section 13. Building Coverage

Building secretaries or secretarial-clerical employees shall not be required to work in a building where there are no additional staff members present at the building site. The Board reserves the right to reassign affected employees to an alternate work location.

Section 14. Payment of Wages

On days for which the Board shall receive State Aid, if the building administrator or the employee's supervisor directs the employee or employees in the building to report at a later starting time due to severe weather or other emergencies, and the employee or employees do report at the designated starting time, the employee or employees shall be paid their normal day's pay.

Section 15. Pay Computation

The employees may, at their option, receive their bi-weekly pay over a period of twenty (20) pays or may elect to be paid in equal installments over a period of twenty-six (26) total pays. Any employee exercising this option must do so on an annual basis and shall notify the Board no later than August 1st of each year.

Section 16.

Secretaries will not be required to receive calls from employees needing a substitute or to call substitutes to find replacements except in extreme and unique circumstances. Calling substitutes is not bargaining unit work.

ARTICLE 22

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classifications as set forth in Schedule A hereto and made a part hereof by reference.

ARTICLE 23

BINDING EFFECTIVE AGREEMENT

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

ARTICLE 24

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions 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 Board and the Union.

Section 2.

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.

Section 3.

If any article or section of this Agreement or any supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and supplements 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.

Section 4.

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon the Board and the Union. This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between, and executed by, the Board and the Union.

Section 5.

In the event an employee identifies a legally bona fide handicap to the Board which requires accommodation under the law, the parties shall meet to discuss alternatives including, but not limited to scheduling and reassignment options. The parties recognize that accommodation required by law to facilitate a legally bona fide handicap may supersede certain assignment related provisions of this Agreement.

ARTICLE 25

TERMINATION AND MODIFICATION

- (a) This Agreement shall continue in full force and effect from the date of ratification until June 30, 2009.
- (b) If either party desires to terminate or modify this Agreement, it shall ninety (90) calendar days prior to the termination date give notification of termination or modification, 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 or modification by either party on ninety (90) calendar days notice prior to the current year of termination.
- (c) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, The International Union of Operating Engineers, Local 547 - A, B, C, E, H - AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Board, addressed to the East Jackson Community Schools, 1404 North Sutton Road, Jackson, Michigan 49202.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on this 10th day of September, 2007.

EAST JACKSON COMMUNITY
SCHOOLS

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

President

Business Manager

Vice-President

President

Secretary

Recording-Corresponding
Secretary

Treasurer

**SCHEDULE A
SALARY SCHEDULE**

Classification	2007-08	2008-09
High School Secretary	\$ 14.44	\$ 14.74
Secretary	\$ 11.28	\$ 11.52
Middle School Secretary	\$ 13.92	\$ 14.20
Elementary Secretary	\$ 13.92	\$ 14.20
Secretarial-Clerical	\$ 10.54	\$ 10.76
High School Office/Study Hall Aide	\$ 10.30	\$ 10.52
Teacher Aide	\$ 10.30	\$ 10.52
Special Needs Aide	\$ 11.82	\$ 12.06

Longevity Pay

Completion of eight (8) years of service-an additional ten cents (\$.10) per hour.

Completion of twelve (12) years of service-an additional ten cents (\$.10) per hour.

Completion of sixteen (16) years of service-an additional ten cents (\$.10) per hour.

Completion of twenty (20) years of service-an additional ten cents (\$.10) per hour.

Longevity will be paid only to those employees hired before July 1, 1988.

Probationary Rate

A newly hired employee shall be paid up to sixty cents (\$.60) per hour less than the base rate of pay during their probationary period, and then upon completion of the probationary period, the employee shall be paid the base rate of pay.

Pay Computation

The closing date for each pay period shall be the Friday before the payday.