

AGREEMENT

between the

HAZEL PARK SCHOOL DISTRICT

1620 E Elza Ave.
Hazel Park, MI 48030

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 - AFL-CIO

500 Hulet Drive
Bloomfield Township, MI 48302

SECRETARIAL/CLERICAL
BARGAINING UNIT

JULY 1, 2021-JUNE 30, 2023

TABLE OF CONTENTS

AGREEMENT.....	1
PREAMBLE.....	1
ARTICLE I.....	2
RECOGNITION.....	2
ARTICLE II.....	2
UNIT MEMBER RIGHTS	2
Injury to Students	2
Loss of School Property	2
ARTICLE III.....	3
UNION RIGHTS.....	3
Union Security Clause.....	4
Supervisors	4
Special Conferences	5
ARTICLE IV.....	5
BOARD RIGHTS	5
ARTICLE V.....	5
COMPENSATION	5
Longevity.....	6
ARTICLE VI.....	6
HOURS OF WORK	6
Shifts	7
ARTICLE VII.....	7
WORK LOADS AND ASSIGNMENTS	7
ARTICLE VIII.....	8
VACANCIES, PROMOTIONS AND TRANSFERS.....	8
Testing.....	9
ARTICLE IX.....	10
LAYOFF/RECALL	10
ARTICLE X.....	10
SENIORITY	10
ARTICLE XI.....	11
DISCIPLINE, DISCHARGE AND DEMOTIONS	11
ARTICLE XII.....	12
SICK LEAVE AND OTHER ABSENCE PAY	12
Religious Holidays	13
Non-Chargeable Absences.....	13
Jury Duty	13
Conference and/or Convention	13
Severe Weather Conditions.....	13
ARTICLE XIII.....	13
LEAVES OF ABSENCE.....	13
Personal Illness Leave.....	13
Educational Leave	13
Child Care Leave	14
Military Leave	14
Family Leave.....	14
ARTICLE XIV.....	15
RETIREMENT/RESIGNATION/SEVERANCE	15
ARTICLE XV.....	15
HOLIDAYS AND VACATION.....	15
ARTICLE XVI.....	18
INSURANCE PROTECTION	18
Health Insurance.....	18
Plan A	18
Medical Coverage.....	18

Long Term Disability	19
Dental Insurance	19
Life Insurance.....	19
Vision Insurance	19
Dependent Life Insurance	19
Plan B	20
Dental Insurance.....	20
Long Term Disability.....	20
Life Insurance.....	20
Vision Insurance	20
Dependent Life Insurance.....	20
Prescription Drug Card.....	20
Cash in Lieu of Medical	20
Dual Coverage.....	20
Part-Time Employees	21
Commencement of Benefits	21
Worker's Compensation	21
Notice of injury.....	21
Period of claim.....	21
Worker's Compensation Benefit Payments	21
Extended combined sick leave/Worker's Compensation payments	22
Physical check-ups	22
Injury on the job.....	22
ARTICLE XVII	22
NEGOTIATION PROCEDURES	22
ARTICLE XVIII.....	23
GRIEVANCE PROCEDURES	23
Definition	23
Adjustment of grievances.....	23
Level One	23
Level Two	23
Level Three	23
ARTICLE XIX.....	24
DURATION OF AGREEMENT	24
SCHEDULE A	26
SALARY SCHEDULE	26
SCHEDULE B	27
CLASSIFICATIONS	27

AGREEMENT

This AGREEMENT entered into this _____ day of _____, 2021 by and between the Board of Education of the School District of the City of Hazel Park, Oakland County, Michigan, hereinafter called the Board, and the International Union of Operating Engineers, Local 324 - AFL-CIO, hereinafter called the Union.

PREAMBLE

The Union recognizes that the Board, under law, has the final responsibility for establishing policies for the district and administering the operation of the schools in the said district, and

WHEREAS, the Board recognizes the skills and expertness of the employees and view their contribution to educational matters as a mutual concern, and

WHEREAS, ACT 379, Public Acts of 1965, presently authorizes public employees and public employers to enter into collectively negotiated agreements concerning rates of pay, hours of employment, and other conditions of employment of such public employees, and

WHEREAS, extensive professional negotiations between the representatives of the parties have resulted in certain understandings between the Board and the Union, and

WHEREAS, the Board and the Union desire to incorporate such understandings into a written collective negotiations agreement in the belief that such action is in the best interest of the residents of the School District of the City of Hazel Park, the students attending school therein and the personnel represented by the Union;

NOW, THEREFORE, in consideration of the following mutual covenants, the Board and the Union hereby agree as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all educational secretaries and all non-supervisory personnel engaged in secretarial and clerical work, as described in Schedule B and all other present and future personnel coming within the bargaining unit as established by the State Labor Mediation Board's decision of January, 1966, but excluding secretaries to the Superintendent, Deputy Superintendent and Assistant Superintendent, all supervisory employees, and all other employees of the employer. All personnel represented by the Union in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as Employees, and reference to female personnel shall include male personnel.

B. The Board agrees not to negotiate with any educational secretaries' organization other than the Union for the duration of this Agreement.

ARTICLE II

UNIT MEMBER RIGHTS

- A. **Injury to students** - When the principal is out of the building and a student is injured during school hours and requires first aid treatment, the employee shall not have direct responsibility for administering first aid. If circumstances dictate that an employee perform first aid, he/she shall be provided the proper equipment consistent with the level of training provided by the Board. In the event the student's injury is such that it requires emergency treatment by a doctor and the parents cannot be reached by the employee for a decision, the employee will secure the approval of the principal, assistant principal, school nurse or certified teacher who has been designated by the principal to act in his/her absence before the student is taken for emergency treatment by the doctor. If no responsible, certificated person is available within the building, contact Superintendent's Secretary at Central Office. The school emergency card shall be used to further determine other medical procedural guides and references. The Board of Education will support the employee in any effort directed at initiating a reasonable course of emergency procedural action.
- B. **Loss of school property** - Employees shall not be held responsible for loss of school property or student property, either within the school or while on official school business, unless the Board or its designee proves the employee has been negligent.
- C. Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization.
- E. No polygraph or lie detector device shall be used in any investigation of any employee.
- F. If any provision of this Agreement, or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- G. During the term of this Agreement, the Board of Education will provide liability insurance protection for all employees in the amount of one million dollars (\$1,000,000.00).
- H. If fingerprinting or background checks are necessary or mandatory, the cost will be paid by the Employer.

ARTICLE III

UNION RIGHTS

A. Pursuant of Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by said Act 379, or other laws of Michigan, or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees to appropriately invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of the Agreement, and the Board agrees to be bound by any lawful order or award thereof.

C. **Union Security Clause** - All present and future employees covered by this Agreement may become members of the Union after the thirtieth (30th) day following the beginning of their employment, the signing of this Agreement, or the effective date of this Agreement, whichever is later.

D. Members of the Negotiations Committee engaged during the working day in negotiating on behalf of the Union with any representative of the Board or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

E. The Union and its members shall have the right to use school building facilities for meetings. All such meetings shall be approved and scheduled through the Office of the Superintendent.

F. The Board agrees to furnish to the Union, in response to reasonable requests, all available information concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information, not subject to the Privacy Act, or other laws or statutes prohibiting dissemination of private materials or information, which may be necessary for the Union to process any grievance or complaint.

G. The Union shall be provided up to twenty (20) days annually for their collective use for Union business, including attendance at conferences and workshops sponsored by the Union or affiliated organizations. Time spent on Union business during the bargaining unit member's workday shall be reported to the employee's immediate supervisor. Notification to the supervisor shall include a brief general description of the nature of the Union business.

H. Supervisors or secretaries not covered by this Agreement shall not displace employees covered by this Agreement by performing work normally performed by such employees.

I. Special Conferences

1. Special conferences for important matters may be arranged between the Union Representative and the Superintendent or his designated Representative upon the request of either party. Such meetings shall be between at least two (2), but not more than three (3) representatives of the Administration, and at least two (2), but not more than three (3) representatives of the Union.

2. Arrangements for such special conferences shall be made in advance. An agenda of the matters to be taken up at the meeting shall be presented by the requesting party at the time the conference is requested.

ARTICLE IV

BOARD RIGHTS

A. The Union recognizes the prerogative of the Board of Education to operate and manage its affairs in all respects in accordance with the law.

B. Except as specifically set forth in this Agreement, the Board retains the right of selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, provided they do not conflict with the terms of this Agreement. The Union shall have the right to grieve on the interpretation and application of the provisions which are specifically covered in the Master Contract.

C. If any of the above referenced Board Rights conflict with other Articles and Sections of the Master Agreement, then those Articles and/or Sections shall supersede the above referenced Board Rights.

ARTICLE V

COMPENSATION

A. The salaries of employees covered by this Agreement are set forth in Schedule A which is attached to, and incorporated in the Agreement. Such salary schedules shall remain in effect during the term of this Agreement.

B. The annual rates of pay shown on the salary schedules are based on full-time employment in the specified positions. Any permanent employee regularly employed on a continuing basis, but not on a 52-week basis, shall be compensated on a prorated rate of pay.

C. Overtime worked in excess of eight (8) hours in any one (1) day or on Saturday shall be paid for at one- and one-half times (1-1/2X) the regular rate. Overtime shall be defined as time worked in excess of fifteen (15) minutes in any one (1) day. Overtime consideration shall be awarded such work periods that have been approved by administrator in charge.

D. All employees working the late shift shall receive a shift premium of fifteen cents (\$.15) per hour.

E. **Longevity** will be paid according to the following schedule. Employees will become eligible if they meet years-of-service requirements by December 31st of the current year. The longevity hourly amount will be added to the employee's current contract based on scheduled hours.

	7/01/2021 - 6/30/2023
25 Years	\$1.90
20 Years	\$1.75
15 Years	\$1.48
10 Years	\$1.23
6 Years	\$.62
Three-year freeze	

SCHEDULE A

Salary Schedule: Refer to Schedule A.

ARTICLE VI

HOURS OF WORK

A. The working day shall consist of seven and three-quarter (7-3/4) hours; thirty-eight and three-quarter (38-3/4) hours per week- Monday through Friday.

B. During the summer vacation, Christmas/New Year break, Easter break, and the mid- winter break, the working day shall begin at 8:00 a.m. and end at 3:30 p.m., with one-half (1/2) hour lunch period.

C. Ten-month Employees working in the regular K-12 program will come back the full week before school starts, and end after a full week when school is out. These ten-month Employees may work up to an additional two (2) days, with pay, prior to school starting if mutually agreed upon between them, their principal, and the Superintendent.

D. The Board recognizes the principle of a standard forty (40) hour paid work week and will set work schedules and make work assignments which can reasonably be completed within such standard work week. All employees are required to work on Parent Teacher Conference days and Teacher Professional Development days.

E. Under no circumstances shall an employee be requested to work more than fifty (50) hours in any one (1) week.

F. All employees shall be entitled to a duty-free, uninterrupted lunch period of forty-five (45) minutes on regular schedule, and one-half (1/2) hour during the summer schedule.

G. Employees will be provided a fifteen (15) minute only relief time in the morning and in the afternoon during the regular thirty-eight and three-quarters (38-3/4) hours work week. During periods of summer scheduled hours, employees will receive the morning fifteen (15) minute relief period only.

H. Shifts

The early shift shall be defined as any shift commencing before 2:00 p.m. The late shift shall be defined as any shift commencing at or after 2:00 p.m.

I. The lunch period will be generally scheduled about midpoint between the start of the work day and the end of the work day. The first relief time will generally be scheduled about midpoint between the start of the work day and the lunch break. The second relief time will generally be scheduled about midpoint between the lunch break and the end of the work day. Minor variations to accommodate scheduling problems are acceptable.

ARTICLE VII

WORK LOADS AND ASSIGNMENTS

- A. When additional help is necessary, the employee shall receive, upon written request to the supervisor, to the extent possible, the service of trained personnel to assist him/her. The substitute rate shall not be greater than the prevailing rate for the classification.
- B. Due recognition, directions and other consideration should be given to the added responsibilities of training and directing high school student help as related to various training programs.
- C. Employees shall have the prerogative of requesting a meeting with their direct administrator and the superintendent or his/her designee in the event that instance of student training becomes difficult or burdening.
- D. Employees shall have the prerogative of requesting a meeting with their direct administrator and the superintendent or his/her designee if they feel that excessive requests are made to assume the duties of teacher, supervisor, custodian, etc., in emergency situations.
- E. A substitute will be available when the regular employee is absent for more than two (2) consecutive workdays.

ARTICLE VIII

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any vacancy or other special opportunity in any secretarial or clerical position in the district shall occur, the Board shall notify the bargaining unit employees in writing of the duties, qualifications, hours, and whether it is a ten (10) or twelve (12) month position at least ten (10) days prior to the position being filled. No vacancy shall be filled, except in case of emergency, and then on a temporary basis and not to exceed sixty (60) days, until such notice has been given.

B. Any qualified bargaining unit employee may apply for a vacancy. In filling vacancies, the Board agrees to give due weight to the background, attainments, skills, qualifications of all applicants, as well as other relevant factors. If all qualifications are equal, seniority will be the deciding factor in the placement of the employee.

- a. Seniority for the purposes of this Agreement shall mean continuous employment within the bargaining unit. Persons accepting such promotions shall be allowed a probationary period of sixty (60) days. Notices of bid awards will be distributed from the Office of the Superintendent immediately after determination of assignment. All employees from the bargaining unit who bid on an advertised opening will receive acknowledgment of application.

C. Administrators in charge shall be required to file a written progress report at the close of thirty (30) calendar days, followed by a second report at the end of sixty (60) calendar days, containing a recommendation as to whether to retain or return the employee to their previous position.

D. No temporary employee shall be kept on a temporary basis longer than sixty (60) days, except in cases of extenuating circumstances. All jobs must be filled with permanent employees.

Substitutes filling in for an absent employee may substitute for the duration of the employee's absence, up to a maximum of twelve (12) months.

E. Since the frequent transfer of bargaining unit employees from one school to another is disruptive of effective administration and interferes with optimum bargaining unit employee performance, the parties agree that unrequested transfers of bargaining unit employees are to be minimized and avoided whenever possible.

F. The Board recognizes that it is desirable to take into consideration the interests and aspirations of its bargaining unit employees with respect to position assignments. In order to accomplish this, written request may be made for transfers giving the reason for transfer, the school requested and personal qualifications.

Such requests may be submitted through the principal, if desired, or may be made directly to the Superintendent. If it is desired that the requests be kept active, they shall be renewed annually. Insofar as practicable, all vacancies shall be filled by promotions or transfers within the group. All bargaining unit employees are encouraged to train and prepare for promotional opportunities.

G. Transfer notices to all bargaining unit employees will be by letter and in the event of year-end transfers will be distributed no later than four (4) weeks prior to the closing of the school year.

H. In the event of a change of secretaries in a building, the bargaining unit employee may request a member from the central office accounting department to audit their books -- bank statement and/or petty cash.

I. Any bargaining unit employee who shall be transferred to a supervisory or executive position on a probationary period and shall later return to a bargaining unit employee status, shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

J. Testing

1. A test will be required if a member of the bargaining unit applies for a position which would move him/her from one classification to another, such as, but not limited to, the following:

- a. From board office secretary to a school secretary
- b. From board office secretary or school secretary to data processing
- c. From board office secretary or school secretary to bookkeeping
- d. High school records clerk position to be filled by any secretary (transcripts, data input, scheduling, teacher master schedule)

2. When a job is posted, it will state if a test is required.

3. The administrator in charge of the posted position will be involved in the selection, but not necessarily the final award of the position.

4. A test will be required to be taken by any employee entering the bargaining unit.

K. When a bargaining unit employee's job classification is changed, the bargaining unit employee's pay step will not be reduced. This will apply to all situations including classification changes where the bargaining unit employee's pay level increases or decreases.

ARTICLE IX

LAYOFF/RECALL

A. In any necessary bargaining unit staff reduction, a bargaining unit employee with greater seniority shall be retained over a bargaining unit employee with a lesser seniority. Any bargaining unit employee whose services are so terminated shall be notified by letter at least four (4) weeks in advance of the layoff.

B. When bargaining unit employees whose services have been so terminated are to be re-employed, those having the greatest seniority shall be recalled first.

C. If ties in seniority are encountered, for the purposes of layoff and recall, the most senior shall be determined by lottery.

D. In the event a full-time employee is laid off or their position is eliminated, they may bump the least senior full-time employee in the bargaining unit in order to avoid layoff. This least senior full-time employee may then bump any part-time employee, if such a position exists, and the full-time employee has more seniority. The part-time employee would then be laid off.

If a bargaining unit employee is transferred under this paragraph and the pay rate is lower than the position eliminated, the transferred bargaining unit employee will continue to be paid at the pay level of the eliminated position for a maximum of two (2) years. To continue to receive this higher pay, the bargaining unit employee must apply for openings in the bargaining unit that are at the same pay level, same work schedule, and same work year as the eliminated position.

ARTICLE X

SENIORITY

A. A newly hired employee, or an employee upon entry into the bargaining unit, shall be on a probationary status for sixty (60) calendar days taken from and including the first day of employment. If at any time prior to the completion of the sixty (60) calendar day probationary period the employee's work performance is unsatisfactory, he/she may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent during the first sixty (60) calendar days of employment shall work additional days equal to the number of days absent, and such employee shall not have completed his probationary period until these additional days have been worked.

B. Upon satisfactory completion of the probationary period, the employee's seniority shall begin to accrue.

C. An employee will lose his/her seniority for the following reasons:

1. He/she resigns from a classification covered by this Agreement.
2. He/she is discharged for cause and not reinstated through the Grievance Procedure.
3. Upon normal retirement.

D. Upon request of the Union, a current seniority list shall be made available to the Union. Such list shall contain date of hire and the employee's job location.

E. Effective July 1, 1999, upon approval of any Board approved Leave of Absence, seniority will accrue for the first twelve (12) months and thereafter will be frozen until such time as the employee returns to work.

ARTICLE XI

DISCIPLINE, DISCHARGE AND DEMOTIONS

A. Discharge or demotion of any employee shall be made only for a reasonable and just cause. Reasons for discharge or demotion shall be submitted, in writing, to the person involved and to Union Representative.

B. In the event any employee shall be discharged or demoted from employment and believes he/she has been unjustly dealt with, such discharge or demotion shall constitute a case to be handled in accordance with the grievance procedures as set forth in this Agreement.

C. As a result of the pursuit of a grievance procedure determination, should it be decided that an injustice has been done in regard to the employee's discharge or demotion, the Board agrees to reinstate him/her and pay him/her for all time lost and purge all files of any documents or memoranda that reference the actual discharge or demotion. This does not include data that leads to the action of discharge or demotion.

D. Any official complaint directed toward an employee shall be submitted, in written form, by the administrator in charge to the attention of the employee. A copy of such a communication shall be forwarded to the Union Representative as well.

E. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure hereinafter set forth.

ARTICLE XII

SICK LEAVE AND OTHER ABSENCE PAY

A. All employees absent from duty due to personal illness or any other approved reason shall be allowed full pay as follows:

1. All 10-month employees will be allowed a total of ten (10) days each year without loss of salary.

All 12-month employees will be allowed a total of twelve (12) days each year without loss of salary.

Employees not working a 10-month, or 12-month year shall have their days prorated to the nearest day based on the days to be worked divided by the days in a 12-month year. This applies to employees with adjusted schedules and employees starting after the normal start of the school year or ending employment prior to the normal end of the school year.

2. The entire allowance may be used for personal illness, quarantine, immediate family illness or tragedy.

3. In the instances of death, the member may:

- a. use his/her entire sick bank upon the death of a spouse, child, stepchild, parent, stepparent, grandparent, brother, sister, grandchild, or person residing in the member's house at the time of death.
- b. use up to three (3) days upon the death of an aunt, uncle, niece, nephew, in-law or person that has appointed the member an executor of their estate.
- c. use up to one (1) day upon the death of a friend or neighbor.
- d. be granted additional days for 3(b) and 3(c) at the discretion of the Superintendent or his designee.

4. Not more than two (2) of the total number may be used for personal business; such leave to be granted upon written request from the employee to the Superintendent before the absence, if possible. In the event of an emergency, personal business days may be approved after the absence of the employee. At the end of each year, the unused portion of sick days shall become accumulative and shall add, without limitation, to any such previous accumulation.

5. An absence, other than illness, on the day before or after a vacation or holiday will be subject to the approval of the Superintendent. Medical documentation by the employee may be requested by the Administration. This provision is only subject to 12-month employees.

B. Religious Holidays

Religious holidays shall be approved in advance by the Superintendent and shall be treated as a deduction from sick leave.

C. Non-Chargeable Absences

1. Jury Duty

In the event that an employee must perform jury duty, he/she shall be paid the difference between jury duty pay and his/her regular pay scale.

2. Conference and/or Convention

All employees shall be entitled to a minimum of one-day attendance at such activities as administratively approved conferences, institutes, and/or conventions. Any additional days off shall be mutually agreed upon by the parties of the contract.

3. Severe Weather Conditions

If schools are closed because of severe weather conditions, employees will be released if administrative personnel are released due to that condition.

ARTICLE XIII

LEAVES OF ABSENCE

A. Personal Illness Leave

Any employee whose personal illness extends beyond the period compensated under Article XII shall be granted a leave of absence without pay for such time as it is necessary for complete recovery from such illness. After a personal illness leave of absence, the employee must provide the Superintendent or his designee a signed doctor's statement indicating the employee may return to his/her previous duties without any restrictions.

B. Educational Leave

Leaves of absence without pay shall be granted upon written application to and approval of the Superintendent and the Board of Education for the purpose of further education study. The regular salary increment occurring during such period shall be allowed.

C. Child Care Leave

A childcare leave shall be for a period of one (1) year and, upon written request, may be granted an additional year at the discretion of the Board of Education. The employee shall

file a written notice of intent to return thirty (30) calendar days prior to the expiration of his/her leave, accompanied by a statement from his/her physician certifying his/her fitness to return to duty.

D. Military Leave

Military leaves of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. An employee on military leave shall be given the benefits of any increment and sick leave allowance which would have been credited to him/her had he/she remained in active service in the school system.

E. Family Leave

The Board will allow a family leave that shall be for no more than five (5) years. Employees on family leave are responsible for annual notice to the Board by April 1st, indicating their desire to remain on leave for the following year. Failure to comply with this notice shall be deemed valid grounds for leave termination.

Family leave will be granted only once to any employee.

Employee will be moved back one (1) year on the salary schedule for each year on family leave, not to exceed more than one-half (1/2) of their previously earned steps. This salary reduction may be waived if the employee's previous absence is less than one-third (1/3) of his/her total allotment.

F. To be eligible for leave of absence, the employee must have been employed full time by the Board for at least two (2) years.

G. Under all leaves of absence, an employee is guaranteed to be reinstated in the position he/she left, provided he/she returns within a twelve (12) month period.

Under all leaves of absence, an employee will be assigned to a position in the district, provided he/she returns within twenty-four (24) months of the date of leaving.

Any employee whose leave of absence is beyond twenty-four (24) months will be placed, at his/her request, on a waiting list to be assigned to an available position he/she is qualified to fill, in accordance with Article VII B.

H. If an employee extends his/her leave beyond a twelve (12) month period, that position must be posted immediately.

ARTICLE XIV

RETIREMENT/RESIGNATION/SEVERANCE

A. Upon retirement or death, the employee or his/her beneficiary shall be paid one-half (1/2) of their unused cumulative sick days up to a maximum of sixty (60) full days of pay.

In addition, for every block of twenty-five (25) days in excess of one hundred twenty (120)

cumulative sick days, the employee shall receive five hundred dollars (\$500.00). Payment for days in excess of the one hundred twenty (120) that do not make up a twenty-five (25) day block will be prorated accordingly.

The term "retirement" shall be defined as the eligibility of the employee to retire and receive payment under the provisions of the Michigan School Employees Retirement Fund Law.

1. Accumulated absences during the final year of employment shall be submitted for review of a joint committee of administrative and bargaining unit personnel. It shall be the decision of these representatives (two [2] from each group) to pass upon the extent, if any, of terminal pay benefits as here considered.

B. Any employee desiring to resign shall file a written resignation with the Central Office, preferably four (4) weeks prior to the effective date, and in no event less than two (2) weeks.

C. Upon voluntary termination of employment not, however, involving a disciplinary action, employees who have both attained the age of fifty-five (55) and completed seven (7) years or more of school district employment may be paid one-half (1/2) of their accumulated sick leave days, up to a maximum of sixty (60) days at their current rate of pay.

D. Upon retirement or death, any accrued vacation allowance shall be paid at the current rate of pay.

ARTICLE XV

HOLIDAYS AND VACATION

A. Bargaining unit members shall receive the following paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
First Day of Spring Break	December 24
Memorial Day	December 25 - Christmas Day
July 4*	December 26 - if a workday*
Friday before Labor Day	December 31
Labor Day	

*12-month bargaining unit members only

In addition, when July 4th falls on a Tuesday, July 3rd shall be a paid holiday; when July 4th falls on Thursday, July 5th shall be a paid holiday, providing in either instance that school is not in session.

In the event that one of the above paid holidays falls on a Saturday or Sunday, an alternate holiday will be awarded, not to be in conflict with the school calendar.

For these days, bargaining unit members will be paid at their regular rate and hours of pay.

B. All 10-calendar month bargaining unit members shall be allowed, on a pro-rata basis, six (6) days of paid vacation per year. These days shall be awarded on the bargaining unit member's first anniversary date and every year thereafter. Bargaining unit members working for a period of time less than a full year between anniversary dates shall receive vacation benefits on a pro-rata basis using a fractional division based upon the number of normal paid workdays between anniversary dates. For the purposes of this paragraph, days a bargaining unit member receives district-paid sick pay shall be considered a day worked. These days are to be taken during the Christmas and Spring Break holidays. Any vacation days not taken during Christmas and Spring Break holidays will be paid in the payroll period following the bargaining unit member's anniversary date at the pay rate in effect immediately preceding the anniversary date. Beginning July 1, 2011, vacation days will be awarded on July 1st of each year instead of the bargaining unit member's anniversary date. See Paragraph H below.

C. All 12-month bargaining unit members shall receive eight (8) days paid vacation beginning in the 2021-2022 school year, and ten (10) days paid vacation beginning in the 2022-2023 school year, to be taken upon request within a period of one (1) year from the anniversary date, as agreed with the Superintendent. These days shall be awarded on the employee's first anniversary date and every year thereafter. Bargaining unit members working for a period of time less than a full year between anniversary dates shall receive vacation benefits on a pro-rata basis using a fractional division based upon the number of normal paid workdays between anniversary dates. For the purposes of this paragraph, days a bargaining unit member receives district-paid sick pay shall be considered a day worked. Beginning July 1, 2011, vacation days will be awarded on July 1st of each year instead of the bargaining unit member's anniversary date. See paragraph H below.

D. After five (5) years of service to the Board, all bargaining unit members shall receive one (1) additional week paid vacation. After ten (10) years of service to the Board, all bargaining unit members shall receive one (1) additional vacation day per year to a maximum of twenty (20) days. All vacations are awarded on the anniversary date and must be taken within a period of one (1) year from the anniversary date. Beginning July 1, 2011, vacation days will be awarded on July 1st of each year, instead of the bargaining unit member's anniversary date. See paragraph H below.

E. Holidays occurring during the vacation period shall not be charged against the vacation allowance.

F. Effective July 1, 2007, each bargaining unit member will be given one (1) additional vacation day, in addition to the above. All bargaining unit members must use or lose this day by June 30th of each year. This day may be used during the school year by ten (10) and eleven (11) month employees, provided the bargaining unit member's direct supervisor approves the scheduling of the day.

G. Use of vacation days for bargaining unit members who work less than twelve (12) months will be allowed to use up to five (5) days of their vacation during each school year. They will only use two (2) days consecutively at a time. The scheduling of these days must be approved by their direct supervisor.

H. The District will award vacation days to all bargaining unit members on July 1 of each year. Bargaining unit members who have anniversary dates before July 1, 2011, shall receive their

earned vacation days as usual, on their hire dates for school year 2010-2011 if it falls on or before July 1, 2011. Starting July 1, 2011, prorate vacation days to accurately reflect vacation days to be awarded on July 1, 2011 for all bargaining unit members. All 12-month employees' vacation will rollover on July 1, 2011. On July 1, 2012, and every July 1st thereafter, there will be no vacation days allowed to be rolled over. There will be vacation pay off on the second pay in July 2011 for any 10- and 11-month bargaining unit members that have vacation in excess of their normal total awarded days. The second pay in July 2012 and every second pay in July thereafter, vacation days will be paid off on all remaining days, with a maximum payoff often (10) days.

I. New bargaining unit members hired after January 1, 2011, will have their vacation days prorated based on being a 10, 11, or 12-month bargaining unit member, at a rate based on total number of days worked per year. 12-month bargaining unit members earn full vacation available. 11-month bargaining unit members earn vacation available at a reduced rate of .92- and 10-month bargaining unit members earn at a rate of .83. See examples below:

12-month employees earn 100% of available

Beginning 2021-2022 school year:

8 days available x 100% = 8 days earned

13 days available x 100% = 13 days earned

18 days available x 100% = 18 days earned

Beginning 2022-2023 school year:

10 days available x 100% = 10 days earned

15 days available x 100% = 15 days earned

20 days available x 100% = 20 days earned

11-month employees earn 92% of available

6 days available x .92 = 5.52 days earned

11 days available x .92 = 10.12 days earned

16 days available x .92 = 14.72 days earned

10-month employees earn 83% of available

6 days available x .83 = 4.98 days earned

11 days available x .83 = 9.13 days earned

16 days available x .83 = 13.28 days earned

Any days in between will be calculated using the same formula to figure out vacation time earned.

ARTICLE XVI

INSURANCE PROTECTION

A. Notwithstanding the provisions of *this* Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters. Disputes between beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established herein.

B. If an employee already has coverage equal to or better than Plan A coverage from any other source, he/she shall only be entitled to Plan B coverage.

C. The Board shall make payment of insurance premiums for all employees who complete their contractual obligation to assure insurance coverage for a full twelve (12) month period even though the employee may not be returning the next school year. The School Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

D. The Board agrees to permit employees on a leave of absence to continue on a cash-paying basis for the maximum number of months allowed by the insurance provider after the Board's obligation terminates.

E. The Board reserves the right to provide coverage equal to that described below in this Article through an alternate or self-funded plan.

Health Insurance

Plan A (for employees electing health insurance.)

Medical Coverage

The Employer shall provide Blue Cross Blue Shield of Michigan (BCBSM) coverage to all eligible employees. The health plans available are:

BCBSM High Deductible PPO 1400/2800 HSA eligible

BCBSM High Deductible PPO 1400/2800 HSA eligible with 20% Co-Insurance

BCN High Deductible HMO 1400/2800 HSA eligible

The L.U.O.E. may reopen the contract for health insurance purposes as long as it does not cost the district any more than the insurance agreed to above.

The parties agree to enter into a District-wide insurance committee to explore all options in regard to insurance. This committee will make recommendations to the parties. The committee will be composed of members of each District bargaining unit and members from Administration.

Long Term Disability

The Employer shall provide without cost to each eligible employee Long Term Disability Insurance Program. Benefits shall be paid at 66.67% of salary, up to a monthly maximum of two thousand five hundred dollars (\$2,500.00) and shall begin after expiration of one hundred eighty (180) calendar days (mod. fill). Includes medical premium expense benefit rider.

Alcohol/Drug and Mental/Nervous (two [2] year limit) Unless
hospitalization, then ongoing
Social Security Freeze
COLA

Dental Insurance

The Employer shall provide without cost to the employee the Delta Dental 100/100/80/80 Plan with the Orthodontic Rider, including internal and external coordination of benefits (COB) for all members and their eligible dependents as defined by Delta Dental or equivalent coverage. There is a one thousand five-hundred-dollar (\$1,500.00) annual cap on benefits, and a one thousand five-hundred-dollar (\$1,500.00) lifetime cap on orthodontic benefits per eligible person.

Life Insurance

The Employer shall provide without cost to the employee term life insurance protection in the amount of twenty-five thousand dollars (\$25,000.00) that shall be paid to the employee's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP).

Vision Insurance

The Employer shall provide without cost to the employee VSP-3 Plus Platinum vision care, including internal and external coordination of benefits (COB) for all employees and their eligible dependents as defined by MESSA or equivalent coverage.

Dependent Life Insurance

Two thousand dollars (\$2,000.00) spouse. Two thousand dollars (\$2,000.00) child(ren)

Plan B (for employees opting not to take health insurance)

Dental Insurance

Same as Plan A.

Long Term Disability

Same as Plan A.

Life Insurance

The Employer shall provide without cost to the employee term life insurance protection in the amount of thirty thousand dollars (\$30,000.00) that shall be paid to the employee's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP).

Vision Insurance

Same as Plan A.

Dependent Life Insurance

Same as Plan A.

Prescription Drug Card

Same as Plan A.

Cash in Lieu of Medical

Within the structure of a Section 125 Cafeteria Plan, an employee may elect to receive the following medical coverage: \$3,000 for married coverage, \$2,000 single coverage or for

employees with a significant other with district insurance will receive zero in lieu of district-paid medical benefits. This payment will be paid at the end of a complete year in which the employee elected not to receive medical benefits. For employees working a partial year, a prorated payment will be made.

Dual Coverage

Employees eligible to receive health insurance benefits subsidized by the Board of Education through another employee of the Hazel Park School District are entitled to take Plan A or Plan B. One school district employee shall take Plan A and the other shall select Plan B, including the cash in lieu of health care.

Part-Time Employees

Employees working less than eight (8) hours shall be offered the above benefits but on a pro rata basis, i.e., eight (8) hours - fully paid; seven (7) hours - 7/8 Board paid, 1/8 individual paid; six (6) hours - 3/4 Board paid, 1/4 individual paid; five (5) hours - 5/8 Board paid, 3/8 individual paid; less than five (5) hours - no benefits.

Pro rata cost sharing provisions shall not remove or reduce benefits from employees now receiving such coverage.

Commencement of Benefits

The above benefits shall become applicable at the first date of permanent employment with the Board after contract agreement herewith.

Worker's Compensation

In the event of an injury arising out of the course of employment and resulting in a Worker's Compensation claim, the employee shall be paid a supplemental pay benefit which, when combined with the Worker's Compensation loss of pay benefit, shall equal his/her normal regular wages without charge to their available sick leave bank. This provision assumes the following associated conditions:

1. Notice of injury

It shall be the responsibility of the employee to give the earliest possible notice of injury to supervisory personnel. Except in instances of extreme emergency, this should be construed to mean immediate notice. Said notice should be given, in order, to the building/departamental supervisor, the building principal or the Superintendent, whomever shall be reached first.

2. Period of claim

Supplemental pay benefits for any single accident or instance of injury shall continue up to, but not for more than, a maximum of one hundred twenty (120) calendar days which will be paid only during the period of time the employee is regularly scheduled to work. The period of claim for ten (10) month employees will be limited to the lesser of the one hundred twenty (120) days defined above or the end of the school year.

3. Worker's Compensation Benefit Payments

During the "period of claim" defined in (2) above, all Worker's Compensation loss-of-pay benefits shall be deducted from the employee's regular gross pay amount to determine the gross amount of the supplemental pay benefit. After the "period of claim" defined in (2) above and, therefore, at the close of regular pay continuation, all Worker's Compensation benefit payments shall be retained by the employee.

4. Extended combined sick leave/Worker's Compensation payments

If, during the period of annual regular employment and at the expiration of the "period of claim" defined in (2) above, the employee has available and chooses to use his/her sick leave bank to continue his/her regular pay, he/she may so designate. In such a case, combined sick leave/Worker's Compensation pay benefits shall not exceed regular pay dollar amounts.

5. Physical check-ups

It shall be at all times the prerogative of the school district to utilize their doctor/doctors to evaluate the physical condition of any employee receiving benefits under these provisions.

6. Injury on the job

Any employee incurring an injury on the job requiring his/her need to go home, shall receive pay for a full day's work at the regular rate. If required to report back to the doctor during regular working hours, employees shall be paid for time lost.

ARTICLE XVII

NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by the Agreement, but of common and mutual concern to the parties, shall be subject to negotiations between them from time to time during the period of this Agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within the school district.

It is recognized that no final agreement between the parties may be executed without ratification by the majority of the Board and by a majority of the membership of the Union, but the parties mutually pledge the representatives selected by each shall be clothed with all necessary power and authority to make proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

D. The Union shall be duly advised by the Board of significant fiscal, budgetary and tax program modifications affecting the district, and the Union shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

ARTICLE XVIII

GRIEVANCE PROCEDURES

A. Definition

A "grievance" shall mean a complaint by an employee in the bargaining unit:

1. to the effect that there has been a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement; or
2. that there has been treatment unfair or inequitable by reason of any act or condition
3. which is contrary to established policy or practice governing or affecting employees.

As used in the Article, the term "employee" shall mean also a group of employees having the same grievance.

B. Adjustment of grievances

Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

1. **Level One** - The employee with a grievance shall first discuss the matter with his/her immediate supervisor or principal, either directly or through his/her Union Representative, with the object of resolving the matter informally.

2. **Level Two** - In the event that the grievance is not satisfactorily settled at Level One within five (5) working days, the Union Steward shall, within five (5) working days from the receipt of response to Level One, file the grievance in writing to the District's Supervisor of Clerical Personnel, who shall issue a decision within ten (10) working days of receipt.

3. **Level Three** - In the event that the grievance is not satisfactorily settled at Level Two, the Union Business Representative shall, within five (5) working days after receipt of the Level Two response, file the grievance in writing to the Board. Within ten (10) working days from receipt of the grievance, the Board of Education shall designate one or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance provided. Except with the express written consent of the Union, final determination of the grievance by the Board shall be made at the next regular meeting.

4. If the decision of the Board is not satisfactory to the Union, the grievance may

be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected from a panel of the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration hearing.

5. The Board shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Union. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon be entered in any court of competent jurisdiction.

6. Timelines for the grievance procedures may be extended, by mutual agreement, by the Board and the Union.

C. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If he/she shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her.

D. The costs of any arbitration under this Article shall be shared equally by the Board and the Union.

ARTICLE XIX

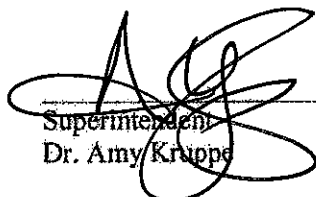
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2021, and shall continue in effect until the 30th day of June 30, 2023. This Agreement shall not be extended orally and can only be extended on a day-to-day basis with mutual consent of both parties until all parties involved can meet for negotiation purposes.

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board. Copies of this Agreement shall be printed at the expense of the Board and presented within thirty (30) days of ratification to all employees now employed or hereafter employed by the Board. A sufficient number of copies shall be sent to the International Union of Operating Engineers, Local 324, AFL-CIO.

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


HAZEL PARK BOARD OF EDUCATION
1620 E Elza Ave.
Hazel Park, MI 48030



Superintendent
Dr. Amy Kruppe

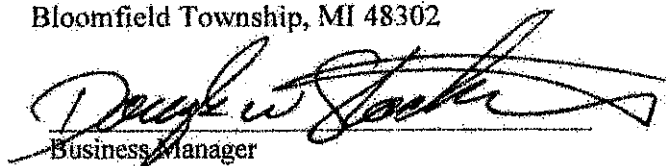


Board of Education President
Laura Adkins



Board of Education Secretary
Beverly Hinton

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 324
AFL-CIO
500 Hulet Drive
Bloomfield Township, MI 48302



Business Manager
Douglas W. Stockwell



President
Ken Dombrow



Recording-Corresponding Secretary
Jeff McCarthy

2025

SCHEDULE A
2021/2022 Salary Schedule

	Base	1.0	2.0	3.0	4.0	5.0
Level 1						
Rate	16.84	17.80	19.19	19.88	20.36	21.23
10 Month (1680 hrs)	28,291.20	29,904.00	32,239.20	33,398.40	34,204.80	35,666.40
11 Month (1840 hrs)	30,985.60	32,752.00	35,309.60	36,579.20	37,462.40	39,063.20
12 Month (2080 hrs)	35,027.20	37,024.00	39,915.20	41,350.40	42,348.80	44,158.40
Level 2						
Rate	15.88	16.80	18.22	18.89	19.41	20.16
10 Month (1680 hrs)	26,678.40	28,224.00	30,609.60	31,735.20	32,608.80	33,868.80
11 Month (1840 hrs)	29,219.20	30,912.00	33,524.80	34,757.60	35,714.40	37,094.40
12 Month (2080 hrs)	33,030.40	34,944.00	37,897.60	39,291.20	40,372.80	41,932.80
Level 3						
Rate	14.95	15.92	17.37	17.92	18.58	19.11
10 Month (1680 hrs)	25,116.00	26,745.60	29,181.60	30,105.60	31,214.40	32,104.80
11 Month (1840 hrs)	27,508.00	29,292.80	31,960.80	32,972.80	34,187.20	35,162.40
12 Month (2080 hrs)	31,096.00	33,113.60	36,129.60	37,273.60	38,646.40	39,748.80
Level 4						
Rate	13.82	14.73	16.06	16.74	17.36	18.00
10 Month (1680 hrs)	23,217.60	24,746.40	26,980.80	28,123.20	29,164.80	30,240.00
11 Month (1840 hrs)	25,428.80	27,103.20	29,550.40	30,801.60	31,942.40	33,120.00

12 Month (2080 hrs)	28,745.60	30,638.40	33,404.80	34,819.20	36,108.80	37,440.00
------------------------	-----------	-----------	-----------	-----------	-----------	-----------

2022/2023 Salary Schedule

	Base	1.0	2.0	3.0	4.0	5.0
Level 1						
Rate	17.26	18.25	19.67	20.38	20.87	21.76
10 Month (1680 hrs)	28,996.80	30,660.00	33,045.60	34,238.40	35,061.60	36,556.80
11 Month (1840 hrs)	31,758.40	33,580.00	36,192.80	37,499.20	38,400.80	40,038.40
12 Month (2080 hrs)	35,900.80	37,960.00	40,913.60	42,390.40	43,409.60	45,260.80
Level 2						
Rate	16.28	17.22	18.68	19.36	19.90	20.66
10 Month (1680 hrs)	27,350.40	28,929.60	31,382.40	32,524.80	33,432.00	34,708.80
11 Month (1840 hrs)	29,955.20	31,684.80	34,371.20	35,622.40	36,616.00	38,014.40
12 Month (2080 hrs)	33,862.40	35,817.60	38,854.40	40,268.80	41,392.00	42,972.80
Level 3						
Rate	15.32	16.32	17.80	18.37	19.04	19.59
10 Month (1680 hrs)	25,737.60	27,417.60	29,904.00	30,861.60	31,987.20	32,911.20
11 Month (1840 hrs)	28,188.80	30,028.80	32,752.00	33,800.80	35,033.60	36,045.60
12 Month (2080 hrs)	31,865.60	33,945.60	37,024.00	38,209.60	39,603.20	40,747.20
Level 4						
Rate	14.17	15.10	16.46	17.16	17.79	18.45
10 Month (1680 hrs)	23,805.60	25,368.00	27,652.80	28,828.80	29,887.20	30,996.00
11 Month (1840 hrs)	26,072.80	27,784.00	30,286.40	31,574.40	32,733.60	33,948.00
12 Month (2080 hrs)	29,473.60	31,408.00	34,236.80	35,692.80	37,003.20	38,376.00

2021-2022:

- a. No wage increase, but off-schedule signing/retention payment of \$1500 to those on top step of schedule, with \$500 paid first payroll following ratification; \$500 paid first payroll period in November, and \$500 paid at second pay period in June 2022.
- b. Restore steps to those eligible (must have been working and on payroll before February of the school year to earn step advancement)

2022-2023:

- a. 2.5% on schedule across the board
- b. Steps for all employees step eligible (must have been working and on payroll before February of the school year to earn step advancement)

SCHEDULE B

CLASSIFICATIONS

- I. Secretary
 - Computer Programmer
 - Payroll
- II. Secretary
 - Director's Secretary
 - Principal's Secretary
 - Edison Secretary
 - Breakfast Club Secretary
 - High School Student Information Secretary
- III. Secretary
 - Assistant Director's Secretary
 - Assistant Principal's Secretary
 - Central Cataloging
 - Counseling Office
 - Records Clerk
 - Business Office Secretary
 - Data Entry Clerk
 - Business Office Clerk
 - Special Services Clerk
- IV. Clerical
 - Adult Education Clerk
 - Attendance Clerk
 - Library Clerk
 - Receptionist/Switchboard