

Agreement

between

MADISON DISTRICT PUBLIC SCHOOLS

26524 John R Road

Madison Heights, MI 48071-3612

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 324

500 Hulet Drive

Bloomfield Township, Michigan 48032

SECRETARIES

January 1, 2021 – June 30, 2024

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AGREEMENT

This Agreement entered into this 1st day of January, 2021 by and between the Board of Education of Madison District Public Schools, County of Oakland, Michigan, herein called the "Board" and the International Union of Operating Engineers Local 324 located at 500 Hulet Drive, Bloomfield Township, Michigan, herein called the "Union".

ARTICLE 1: RECOGNITION

- 1.1 For purposes of collective bargaining and for the duration of this Agreement, the Board hereby recognized the Union as the sole and exclusive bargaining representative for all employees who belong to the Madison Association of Secretaries.
- 1.2 The unit shall consist of all full time and regularly scheduled part-time clerks, typists, and secretaries, excluding the secretary to the Superintendent, secretary to the Board's Chief Negotiator, temporary or substitute employees, student help, and all others.
- 1.3 **Union Rights and Responsibilities**

The Union and its members shall have the right to reasonable use of the school building facilities at all reasonable hours for meetings, provided approval is obtained using the district's normal procedures.

For the purpose of bargaining for a successor Agreement, the Board agrees to furnish the Union with all reasonably necessary public information concerning the financial resources of the Madison District Public Schools, in accordance with the Public Employment Relations Act (Michigan Public Act 336 of 1947).

The officers of the Union will be permitted to leave their respective buildings during the scheduled workday to handle urgent Union business after receiving the approval of the immediate supervisor.

Two Union officers shall each be provided one (1) day per year with no loss of pay for Union business including attendance at conferences and workshops sponsored by the Union or affiliated organizations outside of the district.

By the end of the first full week of each school year, or whenever a change is made, the Union shall provide the Superintendent with a list of all current officers and stewards.

Upon request in advance, the employee shall have the right to see all material in his/her personnel file, subject to the provisions of the Bullard-Plawecki Employee Right to Know Act (Michigan Public Act 397 of 1978). If there is a disagreement with information contained in a personnel record, removal or correction of that information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. The length of the statement shall be in accordance with the Bullard-Plawecki Employee Right to Know Act (Michigan Public Act 397 of 1978).

ARTICLE 2: HOLIDAYS

- 2.1 Employees scheduled to work less than fifty-two (52) weeks per year shall receive pay during student breaks. For Balance Calendar schools, two-week hiatus scheduled throughout the year is not considered "student breaks" for purpose of this Article, those weeks are a replacement of unpaid summer weeks, thus still resulting in a less than fifty-two (52) week employee, but will have a minimum forty-eight (48) week work year. Upon the administrator's request, the employee may be required to work if there are student's present. If the District decides to move all schools to a balanced calendar year the District and the Union will sit down and discuss this change in work schedule. This will not interfere with any state or federal law.
- 2.2 Paid holidays for employees of this bargaining unit shall be as follows. To be a paid holiday, the holiday must fall within the employee's normal work year.

Friday before Labor Day*	January 1
Labor Day	Martin Luther King's Birthday*
Wednesday before Thanksgiving*	Thursday before Easter*
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Monday after Easter
Christmas Eve Day	Memorial Day
Christmas Day	July 4
December 31	

*Shall be a paid holiday only for that portion of the day that school is not in session.

For purpose of this Article, if students are in session on any listed paid holiday, that is no longer considered a paid day off and employees will report to work as a normal scheduled day. In the event this takes place the forty-eight (48) week employees will receive a floating holiday to be taken after students are out of session, not fiscal year for the district.

- 2.3 Any absence (vacation, personal, or comp time) the day before, or after, a holiday is not reimbursable without submission of cause and prior approval from the immediate supervisor.

ARTICLE 3: LEAVE DAYS

- 3.1 Employees shall be granted sick leave at a rate of one half ($\frac{1}{2}$) a day per pay period for the first two (2) pay periods of each month that the employee works. If the employee works less than thirty hours per week than they are ineligible for accruing sick time. Time granted shall be the same as that worked during the normal day. Sick leave accumulates to one-hundred twenty (120) days. Employees with more than one-hundred twenty (120) days accumulated as of July 1, 2006, shall be allowed to accumulate a maximum of one-hundred eighty (180) days.
- 3.2 Any employee of the District who becomes a member of this bargaining unit, after July 1, 1999, shall carry over any sick days that he/she may have accumulated. The accumulated sick days shall be pro-rated according to the hours that he/she worked in his/her previous bargaining unit position. (For example, if he/she previously worked four hours, he/she will carry over one half ($\frac{1}{2}$) sick day.)
- 3.3 Each employee shall be granted two (2) personal leave days per year: fifty-two (52) week employees, one (1) day in July and one (1) day in January; forty (40) to forty-eight (48) week employees, one (1) day in September and one (1) day in February. New employees will be granted personal leave in proportion to time worked to the nearest half ($\frac{1}{2}$) day. Personal leave shall not

be used the day preceding or following a paid holiday. Unused personal leave shall accumulate as sick leave. Sick leave days may be converted to personal leave days upon approval of the Superintendent or his/her designee.

3.4 Employees using leave days shall report their absence to AESOP at least one (1) hour before the time that they would normally report to work. Failure to report said absences may result in the use of a leave day being denied and the employee being docked.

3.5 Employees using two (2) days or less of sick or personal days during the year can qualify for a bonus of \$1,500, three (3) or less \$1,000, four (4) or less \$800.

Sick and personal days that have been submitted for this bonus do not get added to employee's sick bank.

Capped employees

Employees using two (2) days or less of sick days during the year can qualify for a bonus of \$1,500, three (3) or less \$1,000, four (4) or less \$800.

3.6 With the approval of the Superintendent, or his/her designee, employees may use up to three (3) days, five (5) days if more than 250 miles, to attend a funeral of a member of their immediate family (grandmother, grandfather, father, mother, brother, sister, niece, nephew, brother/sister-in-law, mother/father in-law, wife, husband, child, grandchild, aunt, uncle and applicable step family) nondeductible from their sick bank. The decision of whether or not to approve such a request shall not be arbitrary or capricious. Any additional days granted shall be deducted from the employee's individual sick bank.

3.7 Employees called for jury duty will suffer no loss of sick or personal leave days or compensation while on jury duty. Employees who are eligible for jury duty and serve on jury duty shall be paid the difference between jury duty pay and their regular compensation for the days involved. Proof of jury duty days shall be made to the school district within fifteen (15) school days after the receipt of the payment for jury duty.

3.8 An employee scheduled to work on a day that students and teachers are not required to be present because of the cancellation of school by the superintendent or his/her designee as a result of an Act of God, shall not be required to report for work and shall be paid for his/her complete shift, provided the day (in whole or in part) does not need to be made up. If the day (in whole or in part) does need to be made up in order to meet the State's requirement for minimum hours of instruction, employees shall report on the make-up day(s) and shall be paid at their regular rate for hours worked. An employee sent home for a partial day under said conditions stated above will be paid for a minimum of two (2) hours or actual time worked, whichever is to the employee's advantage.

3.9 **Extended Leaves of Absence**

An employee who is unable to work because of personal illness or disability may request a leave of absence, for up to twelve (12) months. Requests should be submitted, in writing, to the Superintendent of Schools or his/her designee. The employee shall use accumulated sick days; once sick days are exhausted; the remainder of the approved leave shall be without pay.

An employee desiring to return from leave shall notify the Superintendent or his/her designee, in writing, and provide medical verification that the employee is able to perform the duties of the

position to which he/she is returning. Such notification and verification shall be provided no less than fifteen (15) calendar days prior to the desired return date.

Upon return from such leave that is six (6) months or less in duration, the employee shall return to the same position vacated for the leave. Upon return from such leave that is more than six (6) months in duration, the employee shall return to a comparable position in terms of hours, work week, and wages. The employee's step on the salary schedule shall be the same as before he/she started the leave; no credit will be granted for the period of the leave.

The failure of an employee to return to work upon expiration of an approved leave will subject the employee to termination unless an extension is granted.

An employee who wishes to take a personal leave must submit a request, in writing, to the Superintendent of Schools or his/her designee. A personal leave may be granted for up to ninety (90) days, without pay.

ARTICLE 4: VACATIONS

- 4.1 Fifty-two (52) week employees shall receive the following vacation time based upon their length of consecutive employment with the District as of June 30 of each year:

Less than one (1) year	Prorated
One (1) year	One (1) week
Two (2) years through five (5) years	Two (2) weeks
Six (6) years through eight (8) years	Three (3) weeks
Nine (9) years through eleven (11) years	Four (4) weeks
Twelve (12) years or more	Five (5) weeks
Fifteen (15) through nineteen (19) years	Five (5) weeks + one (1) day
Twenty (20) through twenty-four (24) years	Five (5) weeks + two (2) days
Twenty-five (25) years or more	Five (5) weeks + three (3) days

- 4.2 Level 3, less than fifty-two (52) week employees shall receive pay over breaks but shall receive no vacation. Employees hired before February 26, 2013 shall have their accrued vacation that was earned by this date frozen and payable upon separation from District employment.
- 4.3 Vacation days must be approved by the employee's supervisor. Vacation day approvals may only be rescinded by mutual consent.
- 4.4 Fifty-two (52) week members may carry a maximum of ten (10) unused vacation days may be rolled over to the following contract year.
- 4.5 Anyone hired after ratification of contract, length of consecutive employment for this Article is for "in unit" and not with district employment.

ARTICLE 5: RETIREMENT

- 5.1 After fifteen (15) years of employment with the District, members hired before 9/1/2005 who retire under the State Retirement Board shall be paid for total accumulated sick (up to 120 days) and vacation days times his/her daily rate of pay at the time of retirement.
- 5.2 Members of the bargaining unit who qualify for, and take retirement benefits, and have at least fifteen (15) years of service with the District, shall receive five thousand dollars (\$5,000) severance pay upon retirement.
- Members hired after 9/1/2005, and has fifteen (15) years of consecutive employment in this unit, who terminated his/her employment and accepts retirement from the State Retirement Board shall be paid for accumulated sick and vacation days' (up to **75** days) times half their daily rate at the time of retirement.
- 5.3 Any compensation due an employee, or his/her estate, from this Article, shall be payable during the month of January following the termination of employment.
- 5.4 Any members of the Union who work four (4) hours per day, or less, shall only receive one-half (½) year credit for each full year worked toward eligibility for retirement benefits.

ARTICLE 6: HOURS OF WORK

- 6.1 The work week shall consist of five (5) consecutive workdays, Monday through Friday (part time hours may vary).
- 6.2 The maximum normal work week for all employees covered by this Agreement shall be deemed to be five (5) days of eight (8) hours of employment, per day, within the work week defined in Section 6.1 above. The bargaining unit members are not responsible for opening or closing buildings. The arming or disarming of the security system is not required.
- 6.3 Fifty-two (52) week members of this bargaining unit may be allowed to work summer hours on an alternate day basis, at the discretion of his/her immediate supervisor or the Superintendent, provided that adequate coverage can be maintained. Summer hours shall consist of ten (10) hours per day, four (4) days per week, with the employee remaining in the building during their lunch break. Summer hours will begin the Monday of the second week after students have been dismissed for the summer and shall end the Monday of the week teachers return.
- 6.4 Employees, with approval of their immediate supervisor, may elect to use up to thirty (30) minutes of the eight (8) hour work day as a paid uninterrupted lunch period. During this thirty (30) minute period, the employee must remain at the assigned work site and be available to his/her immediate supervisor in case of emergency.
- 6.5 Employees electing to leave the work site for their lunch period shall have up to one (1) hour, no portion of which is to be considered as part of their eight (8) hour work day.
- 6.6 Employees working more than eight (8) hours during any one (1) day, Monday thru Friday, shall have their choice of the following forms of compensation after forty (40) hours worked:
- 1) One and one-half (1½) hours of compensatory time for each hour of employment exceeding eight (8) hours.

- 2) One and one-half (1½) times their normal rate of pay for each hour of employment exceeding eight (8) hours.
- 6.7 Employees working on Saturdays and Sundays shall have their choice of one (1) or two (2) above for all hours worked on said days.
- 6.8 All overtime hours worked must be with prior approval of their immediate supervisor.
- 6.9 Employees called in at a time that they are not scheduled to work shall work and be paid for a minimum of two and one half (2½) hours.

ARTICLE 7: INSURANCE

- 7.1 IUOE Local 324 is proposing to review all Health Care SPD and verify employer cost. Secretaries will have access to same insurance opportunities as other bargaining units. Members of the Union shall be eligible to receive the following benefits in accordance with the annual provisions set forth in PA-152.

The Board shall make payments for health insurance coverage (the “Plan”) for all eligible employees, (those not taking cash in lieu) and his/or spouse and eligible dependents toward the Union’s preferred health insurance plan in a combined monthly amount not to exceed the following monthly amounts (minus any deductions listed below paid per eligible employee during the plan year January 1, 2021 through December 31, 2021, the Board shall make the following monthly payments:

- Single: \$587.49
- Employee and Spouse: \$1,227.58
- Family: \$1,689.00

The enrolled employee is responsible for all health insurance benefit plan costs in excess of the Board’s contribution, which amounts will be payroll deducted over 26 pays. After the 2021 plan year, the Board will pay up to the health insurance cap identified in the Michigan Department of Treasury’s public employer contribution memorandum.

These rates will be adjusted annually in October (month can be adjusted with notice to members) based upon the CPI index. Insurance costs beyond the District contribution will be deducted from the employees check.

7.2 Hospitalization:

PAK A Medical Plan

MESSA Choices

IN-Network Deductible: \$500 Single/\$1000 Family

In-Network CoPay: \$20 Office Visit/\$25 Urgent Care/\$50 ER

In-Network OOP Cap: \$1000 Single/\$2000 Family

Out-of-Network Deductible: \$1000 Single/\$2000Family

Out-of-Network Coinsurance: 20% of approved amount after deductible is met

Out-of-Network OOP Cap: \$2000 Single / \$4000 Family

Prescription Coverage: MESSA Saver Rx

Dental
Vision
Long Term Disability
Life Insurance

PAK B Medical Plan

Dental
Vision
Long Term Disability
Life Insurance

7.3 Long-Term Disability:

66 2/3% of wages - 90 day waiting period.

7.4 Life Insurance:

\$20,000 AD/D

7.5 Dental Insurance:

Full family plan as described in the specifications submitted to the insurance carrier selected by the Board.

7.6 Optical:

Full family plan as described in the specifications submitted to the insurance carrier selected by the Board.

7.7 General Insurance Provisions:

Failure of an insurance company to provide any of the benefits for which it was contracted, for any reason, shall not result in any liability to the Board.

The terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters. Changes in family status shall be reported by the employee to the Board within thirty (30) days of such change. The employee shall be responsible for any overpayment of premium made by the Board on his/her behalf or failure to comply with this paragraph, and the Board is specifically authorized to deduct any such wage from future wages.

The Board, by payment of the premium required to provide the coverage set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described.

New full-time employees' insurance shall become effective when they have completed their probationary period, and they have met the carrier's requirements.

There shall be no duplication of insurance. The employee must notify the personnel office of any personal insurance coverage or coverage on a spouse's or family's insurance plan. If the employee is covered by any other insurance, the Board's obligation under this provision shall be waived, and

if any payments have been made by the Board, the employee shall reimburse the Board for said payments.

Any employee, who is eligible for health care benefits, and chooses not to participate in the health care program, shall receive one hundred dollars (\$100) per month additional compensation. If two or more employees, in this bargaining group, opt not to participate in the health care program, the amount of compensation shall be increased by ten dollars (\$10) per month for each additional employee who chooses not to participate.

Part-time secretaries (35 hours or less per week) will be provided premium payment in proportion to time worked.

Employees shall have the option to purchase, through payroll deduction, voluntary term life insurance and voluntary long-term care insurance.

ARTICLE 8: SENIORITY / LAY-OFF / RECALL

- 8.1 Seniority shall mean an employee's length of continuous service with the District within the bargaining unit, measured in calendar days from the first day the employee actually worked for the District on or after the employee's date of hire. Date may count the time worked in the bargaining unit, even it was not consecutive. If two or more employees have the same date of hire, the employee whose name appears earlier on the District's alphabetical listing of employees shall be deemed more senior. In the event of Retirement, members will be paid out for all days in sick and vacation banks.
- 8.2 An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following:
- Discharge;
 - Retirement or;
 - Resignation
- 8.4 Failure to give notice of intent to return to work after recall
- 8.5 Except for lay-off, time lapse of twelve (12) months, or for a period equal to the employee's seniority, whichever is less, since the last day of actual work for the District.
- 8.6 Lay-off for a period of twenty-four (24) months.
- 8.7 Seniority shall not accrue to a probationary employee until completion of the ninety (90) calendar day probationary period. Nor, shall the Union represent a probationary employee in a predetermination hearing.
- 8.8 The District shall determine the timing of lay-offs, and the number of employees to be laid-off. The District will give the employees 30 days advance notice of any lay off where possible. A uniform reduction in number of hours scheduled in a work week shall not constitute a lay-off.
- 8.9 If the District determines that one (1) or more employees shall be laid-off for more than five (5) consecutive work days, the District shall lay-off the most junior employee, providing that there are qualified employees not placed on lay-off to perform all job functions as determined by the District.

Volunteers will be considered for lay offs provided remaining employees maintain the skill and abilities to perform the duties.

- 8.10 A full time employee displaced or laid off pursuant to this Article may bump the full-time employee with the least seniority within the bargaining unit. This is to agree to the District's proposal to remove the classification levels only. The Union holds it's position on keeping the classification names as they are in the contract. The District will give the employees 30 days advance notice of any layoff where possible. In the event there is no full-time position for the full-time employee displaced or laid-off to bump into, the displaced or laid-off full time employee may bump a part-time employee. Displaced or laid off part-time employees may not bump a full-time employee but may bump another part-time employee but may bump another part-time with lesser seniority or lower classification.
- 8.11 If the District determines to fill a vacancy and there are employees laid-off, such employees shall be recalled in the reverse order of lay-off. Employees recalled must meet the qualifications for the position for which they are recalled.
- 8.12 Employees wishing a voluntary transfer of assignments shall submit a letter to the office of the Superintendent or his/her designee, requesting said transfer. The letter shall state the location and position being sought, and shall be submitted by April 1, of the contract year. Said letter shall be kept on file for a period of one year.
- 8.13 Requests for voluntary transfers may be honored as vacancies occur.
- 8.14 When a vacancy exists, it shall be posted for at least five (5) days in which school is in session. Job postings will include: Job Title; Job qualifications; duties and responsibilities, weeks per year and classification. There will be one job per posting. Internal applicants within the bargaining unit must be granted an interview. The position will be granted to the most qualified candidate, whether internal or external. The District agrees to notify the Union of any position elimination.
- 8.15 Lateral transfers, defined as the movement from one location or department to another where a vacancy exists with no change in rate of pay or classification, shall be granted on the basis of seniority within the (change all references of Association to Bargaining Unit throughout), provided the employee meets the minimum qualifications for the position. If two or more secretaries with the same seniority request the same position, the secretary whose name appears earlier on the District's alphabetical listing of employees shall be deemed more senior.
- 8.16 Promotions, defined as the change in jobs to a higher rate of pay and classification, shall be granted on the basis of qualifications. If two (2) more secretaries are equally qualified, the position shall be granted to the secretary with the higher seniority within the Association.
- 8.17 If a new job is created within the bargaining unit, the Employer will meet with the Union Representatives to negotiate the job classification, wage rate and number of weeks applicable to the position, within the existing job classification and structure. If parties cannot agree, the union reserves the right to see voluntary mediation of the disagreement by following the grievance procedure. Declaring a position as part-time is a reserved management right.
- 8.18 When a vacancy is posted during the time when less than 52-week secretaries are not scheduled to work, a copy of the posting shall be provided to the Union president and secretary prior to the posting.

- 8.19 No temporary employee shall be kept on a temporary basis longer than ninety (90) calendar days. A substitute filling in for an absent bargaining unit member may substitute for the duration of the bargaining unit member's absence, up to a maximum of twelve (12) months.
- 8.20 Temporary and substitute employees are not subject to representation by this Union. If a temporary or substitute employee is hired permanently into this bargaining unit, the "permanent" hire date will be the seniority date. All temporary and substitute employees hired into this bargaining unit will be probationary for ninety (90) days commencing with their permanent hire date.
- 8.21 Upon request, a current seniority list shall be provided to the Union. Such list shall contain name, address, date of hire, classification, seniority date and the employee's current rate of pay.

ARTICLE 9: TRAINING

- 9.1 With approval of the Superintendent, or his/her designee, employees may register for training classes, and upon successful completion, the District shall reimburse the employee for all fees.
- 9.2 Employees receiving reimbursement for said training shall sign a written agreement with the District not to voluntarily leave the District's employment for a period of one (1) year following such payment.

ARTICLE 10: GRIEVANCE PROCEDURE

- 10.1 In the event any employee or the local Union is of the opinion that the employee has a grievance arising out of an alleged violation of any expressed provision of this Agreement, the following grievance procedure shall be used.
- 10.2 **Steps of the Grievance Procedure**

Step 1 of the Grievance Procedure: Informal Meeting with Immediate Supervisor

Step 1 of the grievance procedure shall be an informal meeting between the building principal or the immediate supervisor and the person with the alleged grievance (hereinafter referred to as the "grievant") and the Union Steward, if requested by the grievant. This first step of the grievance procedure shall take place within fifteen (15) working days of the occurrence or first knowledge of the incident leading to the grievance. The immediate supervisor shall have five (5) working days in which to provide a written response to the grievance.

Step 2 of the Grievance Procedure: Written Grievance to Immediate Supervisor

If the grievant is not satisfied with Step 1 response, or if no response has been received within five (5) working days of the Step 1 meeting, the grievant may submit a formal written grievance to his/her immediate supervisor within five (5) working days of the Step 1 informal meeting. The written grievance shall be specific; shall contain a synopsis of the facts giving rise to the alleged violation; shall cite the section(s) of this Agreement alleged to have been violated; shall contain the date(s) of the alleged violation; and shall be signed by the grievant. The immediate supervisor shall have five (5) working days in which to provide a written response to the grievance. Copies of the supervisor's response to the grievance will be sent to the grievant and the Union Steward.

Step 3 of the Grievance Procedure: Written Grievance to Director of Human Resources

If the grievant is not satisfied with Step 2 response, or if no response has been received with five (5) working days of its submission, the grievant may submit the grievance to the Director of Human Resources within five (5) working days. The Director of Human Resources will meet with the grievant and the Union Steward within ten (10) working days of its submission. The Director of Human Resources shall then have five (5) working days in which to provide a written response to the grievance. Copies of the Director of Human Resource's response to the grievance will be sent to the grievant and the Union Steward.

Step 4 of the Grievance Procedure: Written Grievance to Superintendent

If the grievant is not satisfied with Step 3 response, or if no response has been received with five (5) working days of the Step 3 grievance meeting, the grievant may submit the grievance to the Superintendent, with a copy to the Secretary of the Board of Education, within ten (10) working days. The Superintendent will meet with the grievant and the Union Steward within ten (10) working days of its submission. The Superintendent shall then have ten (10) working days in which to provide a written response to the grievance. Copies of the Superintendent's response to the grievance will be sent to the grievant and the Union Steward.

Step 5 of the Grievance Procedure: Mediation

If the grievance is not resolved through Step 4, then the parties shall within ten (10) days of the Unions receipt of Managements Step 4 answer, request the assistance of a Federal Mediation and Conciliation Service (FMCS) mediator. Such mediation will commence as soon as possible. The Company and the Union may mutually agree to waive mediation. If the mediation results in a satisfactory settlement, then the parties shall reduce it to writing. If no settlement is reached, the grievance shall proceed to the next step in the procedure.

Step 6 of the Grievance Procedure: Demand for Arbitration

If the grievant is not satisfied with Step 4 response, or if no response has been received with ten (10) working days of the Step 4 grievance meeting, the Union may file a demand for arbitration with the American Arbitration Association within thirty (30) working days. The power of the arbitrator stems solely from this Agreement, and his/her function shall be to interpret and apply this Agreement and pass upon alleged violations thereof. He/she shall have no power to add to, subtract from, disregard, alter, or modify any terms of this Agreement. Thirty (30) days after the arbitrator is confirmed as the arbitrator for the case, the Grievant may not raise any new allegation or rely on any evidence not previously disclosed in the grievance process. The Arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject. The Arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq. The District shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The District, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration. The decision of the arbitrator shall be final and binding on the Board, the Union, and the grievant, and there shall be no appeal of the arbitrator's decision, unless such decision shall extend beyond the limits of the power and jurisdiction herein conferred upon such arbitrator. The costs for the arbitrator's services shall be borne equally by the parties.

The time limits provided in this Article shall be strictly observed but may be extended only by written agreement of the parties. In the event that the grievant fails to appeal a grievance at any

level within the particular time limit, the grievance shall be deemed to be abandoned and settled on the basis of the employer's last response. In the event that the Employer shall fail to supply a response to a particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal to the next step within the time limit for exercising said appeal commencing with the expiration date of the employer's grace period for answering.

ARTICLE 11: UNEMPLOYMENT BENEFITS

- 11.1 Any employee that files for, and receives, unemployment benefits for any time period that he/she is not normally scheduled to work, and subsequently returns to a position in this bargaining unit after said time period, shall have his/her hourly rate adjusted until said unemployment benefits have been repaid to the District.

ARTICLE 12: LONGEVITY PAY

- 12.1 Any member of this bargaining unit with a minimum of sixty (60) days cumulative in his/her sick bank, and having completed in the prior contract year the specified consecutive years of service with the district, shall receive additional compensation as longevity pay as follows:

Ten (10) through fifteen (15) years:	\$1,000
Fifteen (15) through nineteen (19) years:	\$1,500
Twenty (20) through twenty-four (24) years:	\$1,800
Twenty-five (25) or more years:	\$2,000

- 12.2 Said longevity compensation shall be paid in lump sum payment no later than the last pay in November of each contract year.

ARTICLE 13: PROGRESSIVE DISCIPLINE

- 13.1 Discipline will be for just cause.
- 13.2 Except for offenses which on first commission justify dismissal or cannot justify continued employment, the parties adopt the concept of progressive discipline designed to necessitate corrected behavior and agree with the concept that severity of the infraction should determine the degree of discipline to be imposed. Management reserves the right to determine the appropriate initial step to impose as discipline.
- 13.3 The following steps shall constitute the progressive discipline plan:
- Verbal reprimand
 - Written reprimand
 - Suspension without pay
 - Termination of employment
- 13.4 Copies of all disciplinary action placed in an employee's file shall be sent to the employee and the Union President.
- 13.5 The form in Appendix B ("Counseling Notice") will be used to document progressive discipline.

ARTICLE 14: MISCELLANEOUS


“An emergency manager appointed under the Local Financial Stability and Choice Act MCL 141.541 et seq., may reject modify, or terminate this Agreement as provided in that Act.”

ARTICLE 15: DURATION

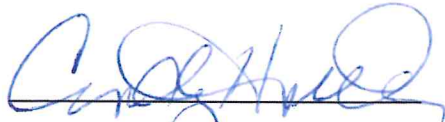
This Agreement shall become effective January 1, 2021, and shall remain in full force until midnight June 30, 2024.

FOR THE EMPLOYER:

MADISON DISTRICT PUBLIC
SCHOOLS


Angel Abdulhad
Superintendent



Jamie Thiel
Director of Human Resources

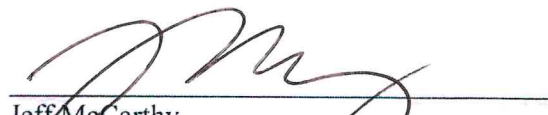

Cindy Holder
President, Board of Education

FOR THE UNION:

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 324


Douglas W. Stockwell
Business Manager


Kenneth D. Dombrow
President


Jeff McCarthy
Recording – Corresponding Secretary

SCHEDULE A: SECRETARIES' SALARY SCHEDULES

- IUOE Local 324 proposes the option for employees to spread pay equally annually.
- IUOE Local 324 proposes to unfreeze all steps.
- IUOE Local 324 proposes a one time \$500 ratification bonus.
- IUOE Local 324 proposes a three and a half year Agreement.

EFFECTIVE UPON RATIFICATION

	First Step (Base)	Second Step	Third Step	Fourth Step	Fifth Step	Sixth Step	11th-15th Step	16th-20th Step	25th Step
Classification: Clerk Typist	\$14.03	\$14.46	\$16.18	\$146.63	\$17.08	\$17.51	\$17.76	\$17.92	\$18.10
Classification: General Secretaries	\$14.53	\$16.02	\$16.83	\$17.25	\$17.71	\$18.31	\$18.57	\$18.72	\$18.89
Classification: Elementary Principal's Secretary High School Principal's Secretary Middle Schools Principal's Secretary Assistant Principal's Secretary Counselor's Secretary - Secondary Special Services Secretary Community High School Secretary Food Service Secretary	\$16.15	\$17.94	\$18.97	\$19.30	\$19.70	\$20.70	\$20.96	\$21.12	\$21.29
Classification: Secretary to the Director of Elementary Ed Secretary to the Director of Instruction Secretary to the Special Services Director	\$16.15	\$17.94	\$18.97	\$19.30	\$19.70	\$20.70	\$20.96	\$21.12	\$21.29
Classification: Administrative Secretary Data Processing Secretary Personnel/Technical Support	\$16.69	\$18.53	\$21.13	\$21.39	\$21.59	\$22.01	\$22.27	\$22.43	\$22.43

- Any member of the Union that receives a significant change in responsibilities may submit, for evaluation, a request for reclassification to the Superintendent. Said request shall be made in writing.
- Placement on the Salary Schedule at hiring shall be at administrative discretion in order to have the option to give credit for relevant experience.
- The District reserves the right to move employees to the next step based on years of experience, skills, and ability.
- Performance evaluation stipend, of 1 - 2.5% lump sum, per year, payable in June based on additional duties assigned, overall job performance and the Superintendent's recommendations.
- All Part-time secretaries shall be paid on General Secretary Classification.

EFFECTIVE DECEMBER 31, 2021

	First Step (Base)	Second Step	Third Step	Fourth Step	Fifth Step	Sixth Step	11th-15th Step	16th-20th Step	25th Step
Classification: Clerk Typist	\$14.78	\$15.21	\$16.93	\$17.38	\$17.83	\$18.26	\$18.51	\$18.67	\$18.85
Classification: General Secretaries	\$15.28	\$16.77	\$17.58	\$18.00	\$18.46	\$19.06	\$19.32	\$19.47	\$19.64
Classification: Elementary Principal's Secretary High School Principal's Secretary Middle Schools Principal's Secretary Assistant Principal's Secretary Counselor's Secretary - Secondary Special Services Secretary Community High School Secretary Food Service Secretary	\$16.90	\$18.69	\$19.72	\$20.05	\$20.45	\$21.45	\$21.71	\$21.87	\$22.04
Classification: Secretary to the Director of Elementary Ed Secretary to the Director of Instruction Secretary to the Special Services Director	\$16.90	\$18.69	\$19.72	\$20.05	\$20.45	\$21.45	\$21.71	\$21.87	\$22.04
Classification: Administrative Secretary Data Processing Secretary Personnel/Technical Support	\$17.44	\$19.28	\$21.88	\$22.14	\$22.34	\$22.76	\$23.02	\$23.18	\$23.36

- Any member of the Union that receives a significant change in responsibilities may submit, for evaluation, a request for reclassification to the Superintendent. Said request shall be made in writing.
- Placement on the Salary Schedule at hiring shall be at administrative discretion in order to have the option to give credit for relevant experience.
- Performance evaluation stipend, of 1 - 2.5% lump sum, per year, payable in June based on additional duties assigned, overall job performance and the Superintendent's recommendations.
- All Part-time secretaries shall be paid on General Secretary Classification.

EFFECTIVE DECEMBER 31, 2022

	First Step (Base)	Second Step	Third Step	Fourth Step	Fifth Step	Sixth Step	11th-15th Step	16th-20th Step	25th Step
Classification: Clerk Typist	\$15.53	\$15.96	\$17.68	\$18.13	\$18.58	\$19.01	\$19.26	\$19.42	\$19.60
Classification: General Secretaries	\$16.03	\$17.52	\$18.33	\$18.75	\$19.21	\$19.81	\$20.07	\$20.22	\$20.39
Classification: Elementary Principal's Secretary High School Principal's Secretary Middle Schools Principal's Secretary Assistant Principal's Secretary Counselor's Secretary - Secondary Special Services Secretary Community High School Secretary Food Service Secretary	\$17.65	\$19.44	\$20.47	\$20.80	\$21.20	\$22.20	\$22.46	\$22.62	\$22.79
Classification: Secretary to the Director of Elementary Ed Secretary to the Director of Instruction Secretary to the Special Services Director	\$17.65	\$19.44	\$20.47	\$20.80	\$21.20	\$22.20	\$22.46	\$22.62	\$22.79
Classification: Administrative Secretary Data Processing Secretary Personnel/Technical Support	\$18.19	\$20.03	\$22.63	\$22.89	\$23.09	\$23.51	\$23.77	\$23.93	\$24.11

- Any member of the Union that receives a significant change in responsibilities may submit, for evaluation, a request for reclassification to the Superintendent. Said request shall be made in writing.
- Placement on the Salary Schedule at hiring shall be at administrative discretion in order to have the option to give credit for relevant experience.
- Performance evaluation stipend, of 1 - 2.5% lump sum, per year, payable in June based on additional duties assigned, overall job performance and the Superintendent's recommendations.
- All Part-time secretaries shall be paid on General Secretary Classification.

EFFECTIVE DECEMBER 31, 2023

	First Step (Base)	Second Step	Third Step	Fourth Step	Fifth Step	Sixth Step	11th-15th Step	16th-20th Step	25th Step
Classification: Clerk Typist	\$16.28	\$16.71	\$18.43	\$18.88	\$19.33	\$19.76	\$20.01	\$20.17	\$20.35
Classification: General Secretaries	\$16.78	\$18.27	\$19.08	\$19.50	\$19.96	\$20.56	\$20.82	\$20.97	\$21.14
Classification: Elementary Principal's Secretary High School Principal's Secretary Middle Schools Principal's Secretary Assistant Principal's Secretary Counselor's Secretary - Secondary Special Services Secretary Community High School Secretary Food Service Secretary	\$18.40	\$20.19	\$21.22	\$21.55	\$21.95	\$22.95	\$23.21	\$23.37	\$23.54
Classification: Secretary to the Director of Elementary Ed Secretary to the Director of Instruction Secretary to the Special Services Director	\$18.40	\$20.19	\$21.22	\$21.55	\$21.95	\$22.95	\$23.21	\$23.37	\$23.54
Classification: Administrative Secretary Data Processing Secretary Personnel/Technical Support	\$18.94	\$20.78	\$23.38	\$23.64	\$23.84	\$24.26	\$24.52	\$24.68	\$24.86

- Any member of the Union that receives a significant change in responsibilities may submit, for evaluation, a request for reclassification to the Superintendent. Said request shall be made in writing.
- Placement on the Salary Schedule at hiring shall be at administrative discretion in order to have the option to give credit for relevant experience.
- Performance evaluation stipend, of 1 - 2.5% lump sum, per year, payable in June based on additional duties assigned, overall job performance and the Superintendent's recommendations.
- All Part-time secretaries hired after ratification shall be paid on General Secretary Classification.

APPENDIX B: COUNSELING NOTICE

EMPLOYEE NAME _____ DATE _____

ASSIGNMENT _____ LOCATION _____

- ACTION TAKEN:
- Verbal Reprimand
 - Written Reprimand
 - Suspension without Pay (_____ days)
 - Termination of Employment

REASON FOR COUNSELING (Please check all that apply):

- | | | |
|--|---|--|
| <input type="checkbox"/> Dishonesty | <input type="checkbox"/> Poor Performance | <input type="checkbox"/> Failure to Follow Instruction |
| <input type="checkbox"/> Theft | <input type="checkbox"/> Substance Abuse | <input type="checkbox"/> Leaving Work Without Permission |
| <input type="checkbox"/> Tardiness | <input type="checkbox"/> Absenteeism | <input type="checkbox"/> Failure to Call In Absence |
| <input type="checkbox"/> Fighting | <input type="checkbox"/> Safety Violation | <input type="checkbox"/> Disruptive / Vulgar Language |
| <input type="checkbox"/> Insubordination | <input type="checkbox"/> Harassment | <input type="checkbox"/> Other: _____ |

Please provide the details of the reason for counseling: _____

Employee's Comments: _____

Action for Improvement: _____

SUPERVISOR'S SIGNATURE _____ DATE _____

EMPLOYEE'S SIGNATURE _____ DATE _____

The employee's signature does not indicate that the employee agrees or disagrees with the above statements. The employee's signature only indicates that the above issues were discussed with the employee.