

6/30/92

AGREEMENT

between

STOCKBRIDGE COMMUNITY SCHOOLS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, & H - AFL-CIO

July 1, 1989 - June 30, 1992

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Stockbridge Community Schools

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and employees covered hereby, to insure collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II

UNION RECOGNITION, AGENCY SHOP, CHECK OFF

Section One - Union Recognition

(a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours and employment and other conditions of employment.

(b) The term "employee" as used herein shall include all Maintenance and personnel and Custodians who are employees of the Employer, but shall not include students who may be periodically employed to perform work of the nature performed by the employees.

(c) The term "Employer" as used herein shall mean the Stockbridge Community Schools and its Board of Education.

(d) The term "Union" as used herein shall mean the International Union of Operating Engineers, Local 547.

Section Two - Agency Shop

(a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within the ninety-first (91st) calendar day of the effective date of this Agreement or within the ninety-first (91st) calendar day of their hire by the Employer, whichever is later, become members, or in the alternative, shall, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

(b) An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

(c) Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice of such default delivered to the Employer by the Union unless written retraction of the default is received by the Employer before the effective date of discharge.

(d) If any provision of this Article is deemed invalid under Federal or State law, said provision shall be modified to comply with the requirement of said Federal or State law.

(e) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(f) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular service fees.

(g) The Union will defend, indemnify, and save harmless the Employer, the Board of Education members and administrative staff from any and all costs, expenses and liabilities of whatsoever kind or nature, including costs of witnesses, attorney fees or other incidental costs of prosecution or defense, which may in any way result from enforcement of the provisions of this Article.

Section Three - Check-off

(a) The Employer shall deduct the initiation fee and Union dues or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that each employee with the amount that is deducted each month, provided however, that the Union shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.

(b) Such dues or service fees as and when deducted shall be kept separate from the Employer's general funds, and shall be deemed trust funds, and shall be forwarded to the Union forthwith.

ARTICLE III

NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

ARTICLE IV

BOARD AND ADMINISTRATIVE RULES

There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and Constitution of the State of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly, and in specific terms are limited by provisions of this Agreement. It is further recognized that the Board, in meeting with responsibilities and in exercising its powers and rights, acts through its administrative staff. It is agreed that the Board retains the responsibilities, among others, for establishing and enforcing equitable and reasonable rules and personnel policies.

ARTICLE V

VISITATION

Upon request by the Union and the presentation of proper credentials, officers, or accredited representatives of the Union shall be admitted into the building of the school system during working hours for the purpose of ascertaining whether this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided, that said observation shall not interfere with the normal operation of the school district and the duties of the employees and be in areas which would be detrimental to the management and function of the school and its students. Officers or accredited representatives will notify the central office and building administration of interest in visiting any building.

ARTICLE VI

STEWARDS

(a) The employees shall be represented by a Chief and Alternate Steward which shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be furnished to the Employer in writing.

(b) Reasonable arrangements will be made to allow the Chief or Alternate Steward time off with pay for the purpose of attending grievance meetings. The Chief Steward will be allowed reasonable time off to investigate grievances after reasonable arrangements have been made with the appropriate supervisor(s). Chief and Alternate Steward will be permitted time off with pay for attending negotiation meetings.

(c) During their term of office, the Chief and the Alternate Steward shall be deemed to head the seniority list solely for the purpose of shift preference and lay-off and recall, provided however, that they are qualified to do the required work. Upon termination of their term, their status shall revert to the status they would have been in (i.e. active employment or layoff) had they not enjoyed super seniority.

(d) The Chief Steward shall be furnished the following information within a newly hired employee's first week of employment: name, date of hire, address, social security number, classification and job location.

ARTICLE VII

SAFETY PRACTICES

(a) The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employee may encounter at their places of work, in accordance with the Occupational Safety and Health Act, State and Local regulations.

(b) An employee who breaks their glasses on the job will be able to have the glasses replaced with the Employer paying fifty percent (50%) and the employee paying fifty percent (50%). This provision can only be used by each employee once every two (2) years.

(c) When lifting barrels, employees shall take whatever precautions and use whatever equipment necessary to avoid injury.

ARTICLE VIII

JURISDICTION

Persons not covered by the terms of this Agreement shall not perform work covered by this Agreement, except for the purposes of instructional training, youth employment training programs, experimentation or in cases of emergency, with the exception of June, July and August and during Christmas and Spring vacation. This Article shall not prohibit the supervisor from assisting bargaining unit employees in the performance of their duties, provided that such assistance will not result in a loss of increased wage opportunity for a bargaining unit member through temporary transfer or overtime.

ARTICLE IX

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor shall the use of contracting result in the reduction of the present work force as is now in effect, nor in the event of the extension of service shall contracting be used to avoid the performance of work covered under this agreement.

ARTICLE X

SENIORITY

(a) A newly hired employee shall be on a probationary status for ninety (90) calendar days taken from and including the first day of employment. Calendar days falling during summer or semester break periods or vacation periods when the newly hired employee is not scheduled to work shall not be counted toward the ninety (90) calendar day probationary period. If at any time prior to the completion of the ninety (90) calendar day probationary period the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during their first ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed their probationary period until these additional days have been worked.

(b) After satisfactory completion of the probationary period, seniority and all matters pertaining to sick leave and vacations, except wages and fringe benefits, shall be retroactive to date of hire.

In the event that there would be more than one (1) employee hired on the same day, the employee who accepts the position first shall have more seniority. The Employer shall note on the application the date and time the employee is hired, and shall notify the Union in writing as to these facts. In the event that the Union disagrees with the furnished information, they must notify the Employer in writing of that fact by no later than five (5) working days from the date of the receipt of this information. If the Union does not challenge the information furnished by the Employer within the specified time period, the employees shall be placed on the seniority list based on the information furnished by the Employer.

(c) Employees shall be laid off and recalled according to their seniority in their classification. An employee scheduled to be laid off shall have the right to displace a lesser seniority employee in his/her classification, provided the senior employee is qualified to hold the position held by the lesser seniority employee. Seniority shall accumulate while on layoff for up to one (1) year or the length of the employees seniority at the time of layoff, whichever is less.

(d) An employee will lose their seniority for the following reasons:

1. the employee resigns or retires.
2. the employee is discharged for cause.

(e) Seniority shall be frozen for the following periods of time:

1. An employee is transferred to a supervisory position, with the employee having the right to exercise their seniority within the bargaining unit in the event that the employee vacates their supervisory position.
2. An employee is laid off for more than one (1) year or the length of previous service, whichever is less.
3. An employee is on a discretionary unpaid leave of absence.

(f) A seniority list shall be posted on or about July 1st of each year provided the Union has notified the District of the names of Stewards so they may be placed accordingly. Any objections to the list must be made by the Union within thirty (30) days of posting or the list shall become official for that year. Such list shall contain each employee's name, date of hire, employee's location and classification.

(g) Employees will remain on the recall list for a period of three (3) years. After three (3) years, if the employee has not been recalled, he/she will lose any recall right. Working as a substitute does not count as a recall.

ARTICLE XI

TRANSFER AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions to be filled shall be posted on employee bulletin boards within ten (10) working days from the date of the determination to fill the vacancy, and the employees shall be given five (5) working days to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position provided the employee has all the necessary qualifications to perform the duties of the job involved. When an employee is a successful bidder on a job, the employee shall have the option to return to his/her former position within thirty (30) work days. Upon the position being awarded, the employer shall post on the employees' bulletin board, the name of the employee or employees who were transferred to the new or open positions. Postings pertaining to newly created positions or vacancies shall contain the following information: type of work, starting, rate of pay, hours to be worked, and classification.

(b) Temporary transfers shall be for a period of not longer than thirty (30) days. In the event that it is not mutually agreeable between the parties to extend the temporary transfer beyond the thirty (30) calendar day time period, the position shall then be considered an open position and posted for bidding from interested employees.

(c) A temporary vacancy on the day shift, which the Employer can initially determine will exist for two (2) weeks or more, due to the absence of the regularly scheduled day shift employee, will be offered first to employees working on evening or night shift. If such evening and night shift employees decline the temporary transfer, a substitute may be used in the position. Employees will be offered the opportunity for day shift hours by seniority.

(d) An employee temporarily assigned to work for one (1) hour or more in a different classification shall receive the rate of pay of the classification into which transferred, or their own rate of pay, whichever is higher.

ARTICLE XII

NEW JOBS

(a) When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the employer shall place into effect a new classification and a rate of pay for the job in question and the Employer shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

(b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, the new classification shall be added to and become a part of Schedule A of the Agreement.

ARTICLE XIII

DISCIPLINE-DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employee having the right to defend themselves against any and all charges. Written notification or dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. When The Employer feels that disciplinary action is warranted, such action must be taken within five (5) working days of the occurrence of the condition giving rise to the action, or within five (5) working days of the date that it is reasonable to assume that the Employer first became fully aware of the conditions giving rise to the discipline. Among, but not limited to, the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination, repeated and chronic tardiness. Any disciplinary letter which is placed into the employee's personnel file by the Employer, shall be removed from that employee's personnel file by no later than twelve (12) months from the date of the most recent disciplinary action, but not to exceed twenty-four (24) months.

ARTICLE XIV

LEAVE OF ABSENCE

(a) An employee, who because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work and has exhausted all means of compensation from the Employer, shall be granted leave of absence for a period of one (1) year, which may be extended upon mutual agreement, provided the employee notifies the Employer thirty (30) days in advance of his expected return that he/she will not be returning, and provided further that the employee supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. The employee shall furnish the Employer with medical proof that the employee is physically able to return to work before the employee returns from their medical leave. The Board has the right to ask for a second opinion from a doctor of its choice. If such a request is made, the Board will pay the costs.

(b) Leaves of absence without pay shall be granted for no more than one (1) year for prolonged serious physical or mental illness in the immediate family. For purposes of this Section, the term "immediate family" shall be defined as spouse, parents, step parents, parents-in-law, brothers, sister, or children of the employee, provided the immediate family member lives in the same house as the employee. The employee shall have the right to request renewal of such leave.

(c) Leaves of absence without pay may be granted for no more than one (1) year for training related to an employee's regular duties in an approved educational institution. The Employer has the option of extending the leave based upon the relevance of the training for the job function.

(d) The reinstatement rights of any employee who enters the military services of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

(e) Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

(f) Any employee in the bargaining unit who is elected or appointed for full-time position or office in the Union whose duties require their absence for the term of such office or position.

(g) All reasons for leaves of absence shall be in writing at least thirty (30) days in advance, except in the case of emergency, stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer.

(h) An employee who meets all of the requirements for the leaves specified in Sections (a), (b), (d), (e) and (f) of this Article shall be granted a leave of absence without pay and fringe benefits. The employee shall not accumulate seniority during a discretionary leave of absence.

ARTICLE XV

GRIEVANCE PROCEDURE

DEFINITIONS

(a) A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.

(b) The time elements in the steps can be shortened or extended upon written agreement between the parties.

(c) For the purpose of processing grievances, days shall be defined as working days, excluding Saturdays, Sundays, or holidays.

(d) A grievance concerning alleged safety hazards may be processed directly to Step Three of the grievance procedure upon the employee having orally discussed the grievance with the immediate supervisor.

(e) Any grievance which is not appealed within the specified time limits set forth in that step level, shall be considered to be settled on the basis of the decision rendered at the previous level. The failure of the Employer at any step level of the grievance procedure to communicate the decision on the grievance in writing to the Union within the prescribed time limits set forth in that step level of the grievance procedure shall require that the relief requested by the Union be granted.

(f) A grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, shall not hereafter be considered a grievance under this Agreement unless the circumstances made it impossible for the employee to know prior to that date that there were grounds for such a claim.

STEP ONE

(a) Any employee having a grievance shall discuss the grievance informally with his/her supervisor within the five working day period set forth in Section (f) of the definitions portion of this Article. If the grievance is not settled orally, the employee may meet with the Chief Steward to discuss the grievance within five (5) working days of the informal discussion with the employees supervisor.

(b) Within ten (10) days of the informal discussion between the employee and supervisor, the Steward may submit the grievance, in writing, to the employee's Building Principal stating the remedy or correction requested plus the facts upon which the grievance is based and the Section(s) of the Contract alleged to be violated. The employee and the Chief Steward shall sign the grievance.

STEP TWO

(a) The Building Principal shall then within five (5) working days meet with the Chief Steward to discuss the grievance.

(b) The Building Principal shall then give his decision in writing within five (5) working days of his meeting with the Chief Steward.

STEP THREE

(a) Any appeal of a decision rendered by the Building Principal shall be presented in writing to the Superintendent of Schools within five (5) working days of the receipt of the written decision of the Building Principal.

(b) The appeal shall be in writing and shall state the reason or reasons why the decision of the Building Principal was not satisfactory.

STEP FOUR

(a) The Superintendent of Schools shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal.

(b) The Superintendent of Schools shall give his decision in writing relative to the grievance within five (5) working days of the meeting with the Business Representative

of the Union.
STEP FIVE

(a) If the decision of the Superintendent of Schools is not satisfactory, an appeal must be presented in writing within ten (10) working days, and state the reason or reasons why the decision of the Superintendent of Schools was unsatisfactory.

(b) A committee of three (3) Board of Education members shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than thirty (30) calendar days from the date of receipt of appeal.

(c) The committee from the Board of Education shall give their decision in writing relative to the grievance within five (5) working days of their meeting with the Business Representative of the Union.

STEP SIX

(a) If the Union is not satisfied with the disposition of the grievance by the Board of Education, then within ten (10) days from the date of receipt of the decision rendered by the Board of Education, the grievance may be submitted to arbitration by filing a demand for arbitration with the American Arbitration Association. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association which shall also govern the arbitration proceedings.

(b) Each party shall be responsible for the expenses of the witnesses that they may call during any arbitration hearing.

(c) The fees and expenses of the arbitrator shall be borne solely by the non-prevailing party.

(d) The arbitrator shall render his/her decision in writing not later than thirty (30) calendar days from the conclusion of the arbitration hearing.

(e) The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union subject to the right of the Employer or the Union to judicial review.

(f) The following types of disputes are specifically excluded from arbitration.

1. The termination of any probationary employee or failure to reemploy any probationary

employee.

2. Any matter within the jurisdiction of the Michigan Department of Civil rights or the Equal Employment Opportunity Commission.

(g) The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.

ARTICLE XVI

HOURS AND WORK WEEK

Section One - Work Day and Week

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending one hundred twenty (120) hours thereafter.

(b) The normal work day shall be eight (8) consecutive hours, which shall include a thirty (30) minute paid lunch. The employees shall be required to perform any job duties which would be required during their lunch.

(c) There shall be no change in the work schedule of the employees covered by this Agreement without a thirty (30) day notice unless it is mutually agreeable to the Employer and the Union, except for Act of God days, as described in Article XVII, Section 4 (b).

Section Two - Overtime

Overtime rates shall be paid as follows:

(a) Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one (1) work week for which overtime has not already been earned.

(b) Time and one-half (1-1/2) will be paid for all hours worked on Saturday with the exception of the normally scheduled third (3rd) shift employees.

(c) Double time (2X) will be paid for all hours worked

on Sunday.

Section Three - Call Back

When an employee is required to return to work after the completion of their regularly scheduled working hours, the employee shall receive pay for the actual time worked at time and one-half (1-1/2) their regular rate of pay or a minimum of four (4) hours pay at their straight time hourly rate, whichever is the greater.

Section Four - Reporting Pay

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

Section Five - Distribution of Overtime Within the Building

The Employer shall maintain a school district-wide overtime list and overtime lists for each building. The overtime lists shall initially rank employees according to seniority with the more senior employees placed at the top of the lists. Employees who work in more than one (1) building shall be required to designate which building overtime list he/she desires to be placed upon. This designation cannot later be changed. When the Employer determines work should be performed through the assignment of overtime, the following procedure shall be followed:

Step One

The overtime shall be offered to the employees within the classification and building where the overtime is needed based upon the overtime list for that building.

Step Two

If the overtime opportunity is not filled through Step One, the overtime shall be offered to other employees

within the classification, based upon the school district-wide overtime list.

The names of the employees who accept or decline overtime pursuant to the Steps 1 and 2 shall be placed at the bottom of the building and school district-wide overtime lists. The overtime lists will be kept by the Employer. The Employer's obligation to offer overtime will be fulfilled if an attempt is made to contact the employee by telephone. If possible, the employee will be contacted by 6:00 a.m. for day shift overtime and by 12:00 noon for afternoon overtime.

Section Six

All employees will be entitled to two (2) fifteen (15) minute relief times, except that an employee working less than five (5) hours per day may receive only one (1) fifteen (15) minute relief time. Relief time must be taken after the first hour and before the last hour in the employee's work day. Relief time cannot be taken in conjunction with the employee's lunch period. Employees working overtime past a regular shift will be entitled to an additional fifteen (15) minute relief period for every two (2) hours worked.

Section Seven

When a substitute is needed, an attempt will be made to contact laid off employees before others are called. Laid off employees used as substitutes will be paid the substitute rate of pay.

Section Eight

If an employee is absent due to illness which is not expected to last more than five (5) work days and the Employer cannot obtain a substitute, employees in the classification of the absent employee will be offered the overtime to perform the absent employees duties. Overtime will be offered in accordance with Steps 1 and 2 set forth in Section Five of this Article. This Section shall not be construed to limit the Employers discretion regarding how the work of an absent employee should be performed where the absence is due to reasons other than illness anticipated to be of a duration of less than five (5) working days.

ARTICLE XVII

SICK LEAVE AND FUNERAL LEAVE

Section One - Sick Leave

(a) Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month with no limit on the maximum number of days accumulation. The employee will only earn a sick day for each month in which he/she is at work for seventy-five percent (75%) of the scheduled work days. Paid leave will count towards the days worked.

(b) Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness or injury. Sick days may be used to attend to any family member who is ill. The Employer may request verification of any illness which extends beyond two (2) days. Sick days may be used for medical, dental or optical examinations or treatment of the employee if the employee gives written notice three (3) days in advance, except in emergency. The notice must include the name of the doctor and the time of the appointment. Quarterly, based upon the Contract year, each employee with perfect attendance shall receive a bonus of fifty dollars (\$50.00). Perfect attendance shall be defined as:

1. No absence other than funeral leave.
2. Employee reports for and leaves work at the proper time.

(c) Employer shall maintain records of sick leave and vacation accumulated and taken so that they will be available to employees upon request once every six (6) months.

(d) All employees covered by this Agreement who have completed five (5) years of service with the Employer shall be paid ten dollars (\$10.00) per day upon retirement with a maximum payment of one thousand five hundred dollars (\$1,500.00) to be paid.

(e) In the event that the amount as specified in Section (d) would be increased to any other employee group of the Employer during the life of this Agreement, the same amount shall be granted to the employees covered by this Agreement.

Section Two - Funeral Leave

(a) All employees covered by this Agreement shall be granted up to five (5) working days off with pay for a death in the employee's immediate family.

The immediate family shall be construed to mean spouse, spouses grandparents, parents, parents-in-laws, stepparents, brothers, sisters, or children of the employee. Additional time off for travelling to said funeral shall be granted and such additional time shall be charged to the employee's allowable sick leave. Employees shall be granted three (3) days of funeral leave, for the death of a grandparent.

(b) Employees shall be granted one-half (1/2) day with pay to attend funerals of non-family member (if staffing permits).

Section Three - Personal Business Days

(a) All employees covered by this Agreement shall be entitled to three (3) days per year for personal emergency and/or business leave which shall not be charged against allowable sick leave. Any unused personal business days shall be accumulated into the employee's individual sick leave bank in addition to the employee's normal sick leave accumulation. Requests for personal business leave shall be granted under the following conditions subject to staffing:

1. Requests for leaves must be submitted in writing at least three (3) days in advance to the Director of Building and Grounds.
2. In applying for such days, the employee is verifying proper use.
3. Business leave shall only be granted for business which cannot be completed during non-working time. It shall not be used for recreational purposes, seeking other employment or performing another job.

4. Personal business days shall not be granted for the days immediately preceding or following holidays and vacations.
5. Advance notice and holiday or vacation provisions may be waived in cases of emergency.
6. Misuse of such days shall subject the employee to disciplinary action.

Section Four - Emergency School Closing

(a) Whenever schools are closed for the day due to severe weather or other emergencies, the employees covered by this Agreement shall be paid for their normal work day, but if an employee is called in for snow removal and refuses, they will lose the pay for that snow day, this applies to both shifts. Any hours worked beyond four (4) hours will be paid in addition to the full day's pay at the regular hourly rate of pay. School closing shall mean if the school is closed before 9:00 a.m.

(b) Employee's work schedule may be changed during emergency school closings as long as the employee is notified three (3) hours before their shift is scheduled to begin. This provision applies only to the second and third shift and only when there is an activity that cannot be cancelled. Notice may be reduced to not less than one (1) hour notice when three (3) hours notice is not possible.

(c) The Superintendent or his designee may grant a change of shift starting times if so requested by employees. With the permission of the Superintendent or his designee, second and third shift employees may advance the starting and ending times of their shift when school is closed due to an emergency school closing.

Section Five

Whenever a building is in use during other than normal working hours for scheduled activities that in the opinion of the supervisor will generate a need for custodial services, a Custodian will be assigned for the necessary cleanup. Such Custodian will be selected from the school-wide overtime list and rotated as equally as possible according to seniority.

ARTICLE XVIII

HOLIDAYS

(a) The Employer will pay the normal day's pay for the following holidays, even though no work is performed by the employee:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day

One and a half (1-1/2) floating holidays to be used during Christmas break, Spring break or Summer break.

(b) Employees required to work on any of the above named holidays shall receive double time (2X) for hours worked in addition to the regular holiday pay.

(c) If an employee is on vacation or paid sick leave on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday, or the employee shall receive eight (8) hours pay for the holiday.

(d) When the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay for the holiday; in the event the scheduled holiday falls on a Sunday, the employee shall receive the Monday after the holiday off with pay. If either the Friday prior to the holiday or the Monday after the holiday are school session days, the employee shall receive the day off with pay for the holiday at a later date that is mutually agreeable to the employee and the Employer.

(e) Employees off sick on the holiday or the day before or after the holiday may be required by the Employer to submit medical proof of illness in order to receive holiday pay.

(f) The Superintendent or his designee may grant a

change of shift starting times if so requested by employees. With the permission of the Superintendent or his designee, second and third shift employees may advance the starting and ending times of their shift on holidays which are not paid holidays.

ARTICLE XIX

INSURANCE PROTECTION

Section One - Hospitalization Insurance

(a) The Employer and Union agree that the Union will have the benefits of the Three Star health plan but the Contract will be bid and the Employer will name the carrier during the term of the Contract and pay such premiums.

(b) If the employee does not elect to receive the hospitalization insurance benefits in Section One (a), one hundred dollars (\$100.00) per month may be paid into the tax sheltered annuities with such amount to be paid by the Employer.

Section Two - Dental Insurance

The Employer agrees to pay the full premium for the dental insurance specified in Appendix A for the employee and his/her dependents.

Section Three - Life Insurance

The Employer shall pay the total premium for an AFL-CIO term life insurance policy in the amount of fifteen thousand dollars (\$15,000.00) plus AD&D.

Section Four - Long Term Disability

The Employer shall pay the total premium of the long-term disability benefits specified in Appendix A.

Section Five - Vision

The Employer shall pay the premium of the AFL-CIO Public Employee Trust Three Star Vision Plan specified in Appendix A.

ARTICLE XX

VACATIONS

(a) After one (1) year of service - two (2) weeks vacation with pay;

After five (5) years of service - three (3) weeks vacation with pay;

After ten (10) years of service - four (4) weeks vacation with pay;

After an employee's eleventh (11th) year of service he/she will receive an additional vacation day, and one (1) day will be granted every two (2) years thereafter.

(b) Vacations will be accrued and be granted semi-annually, based on the employee's anniversary date of employment.

(c) The Employer will pay the dollar value of the employee's vacation that the employee has accumulated when the Employer receives a written request for such from the employee.

(d) Employees terminating employment or on a leave of absence may receive the cash payout for their accumulated vacation earned at the time of their last day worked.

(e) Each employee may take only one (1) week of their vacation during actual student scheduled time each school year. The employee must give one (1) week notice to the Employer. Exceptions will be made at the Superintendents description. A second week will be provided to an employee if a substitute is available and if it does not cause an undue disruption to school operations.

(f) Vacation will be scheduled on a first come basis. If two (2) people apply on the same day, seniority will prevail.

ARTICLE XXI

GENERAL

Section One - Tax Sheltered Annuities

The Employer agrees to deduct premiums for variable tax deferred annuities solely paid for by the employee and to remit such premiums to the Employer designated insurance company.

Section Two - Deductions

The Employer agrees to make available to the employees covered by this Agreement any payroll deduction services which are available through the school district such as Savings Bonds, Credit Union, etc.

Section Three - Continuing Education

The Employer agrees to pay the full tuition fee or any other amount mutually agreed to by the parties for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course or other job related training which is of such a nature specifically designed to provide on the job improvement.

Section Four - Physical Examination

The Employer agrees to pay the full cost of any physical examination by the Employer's selected physician in all instances where the Employer requires such physical examination.

Section Five

Upon written request, the Employer shall provide an individual pass for each employee which will provide that employee free admission to all school athletic events held at Stockbridge Schools.

Section Six

If there is no heat or water in a building, with the permission of the Superintendent or his designee, the Custodian may leave without loss of pay.

Section Seven

With the permission of the Superintendent or his designee, a Custodian shall be given additional time to do his/her cleaning if an activity runs late.

ARTICLE XXII

JURY DUTY

Employees requested to appear for jury qualification or service, or who are ordered to testify in court under subpoena, shall receive their pay from the Employer for such time lost as a result of such appearances or service, less any compensation received from the court. The employee shall notify the Employer as to their ability to report to work on a day to day basis.

ARTICLE XXIII

WORKER'S COMPENSATION

In the event that an employee suffers an injury or illness that is compensable under the Michigan Compensation Law, the employee will be entitled to use their sick leave in the same manner as if the injury or illness was not compensable under Worker's Compensation, provided that said employee reimburses the Employer the amount of wage continuation benefits the employee receives under Worker's Compensation for any day for which the employee receives sick pay from the Employer. For any day that the employee receives sick pay from the Employer and reimburses the Employer for Worker's compensation received, the employee's sick leave will be reduced by one-half (1/2) day.

ARTICLE XXIV

BENEFITS

It is agreed between the parties that any employee who works less than the established hours in their classification and is covered by this Agreement shall be entitled to a pro-rata portion of all the benefits as provided under this Agreement based on the hours the employee works for the Employer, with the exception of the hospital insurance in which the employee must regularly be scheduled to work a minimum of thirty (30) hours per week to be eligible for such benefit. Part-time employees will be pro-rated at one-half (1/2) of the benefits of regular employees if it is permitted by the rules of the carrier.

ARTICLE XXV

CLASSIFICATION AND COMPENSATION

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

ARTICLE XXVI

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section One

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions

contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section Two

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section Three

If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be effected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVIII

TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until June 30, 1992.

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

(c) If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days prior to the termination date or any subsequent date of termination, give written notice of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any

amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan, 48219, and if the Employer, addressed to the Stockbridge Community Schools, 305 West Elizabeth Street, Stockbridge, Michigan, 48285.

(e) The effective date of this Agreement is July 1, 1989.

IN WITNESS WHEREOF: the parties herein have caused this instrument to executed.

STOCKBRIDGE COMMUNITY SCHOOLS

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

President

Business Manager

Recording/Corresponding
Secretary

SCHEDULE A
SALARY SCHEDULE

CLASSIFICATION	1989-1990	1990-1991	1991-1992
Maintenance	\$11.74	\$12.15	\$12.68
Custodian	\$9.67	\$10.01	\$10.36

There shall be two (2) classifications, Custodian and Maintenance. Also any overtime for grounds work on a daily basis shall be open for seniority work from total custodial/maintenance who are qualified. This would mean any overtime more than two (2) hours per day, Saturday and Sunday and holidays. This overtime shall be made available to day shift personnel during the week or any member for weekends and holidays.

A newly hired employee shall be paid thirty cents (\$.30) per hour less than the specified base rate of pay during their probationary period.

All employees may use sick days in one-quarter (1/4) days instead of one-half (1/2) days.

LONGEVITY

YEARS	LUMP SUM
2 TO 5	\$60.00
6 TO 10	\$110.00
11 TO 15	\$215.00
16 TO 20	\$320.00
21 AND ABOVE	\$425.00

To be eligible for the lump-sum longevity payment, the following conditions must be satisfied:

- (1) The employee must work at least 1500 hours in the year. Hours spent on paid sick leave, paid

holidays and approved leave shall count toward the fifteen hundred (1500) hours.

(2) The employee must be employed the last day of the Contract year.

The lump-sum payment shall be made with the last pay of the Contract year.

APPENDIX A

INSURANCE

APPENDIX B

JOB DESCRIPTION

HEAD CUSTODIAN

1. Be able to handle the operation and general maintenance of all equipment in his building.
2. Display initiative in maintaining the operation and appearance of his building.
3. Be able to assume leadership and responsibility in satisfactorily laying out the work with others and communicating with others concerning their work responsibility.
4. Be able to properly initiate requisitions to adequately maintain supply levels of materials in the buildings.
5. Be physically vigorous enough to perform the work required.
6. Have good moral habits.
7. Be able to read, write and follow instructions.
8. Be able to work with children, staff and the public.
9. Exhibit a positive attitude of pride in his assignment, the appearance of his building and/or his equipment and work.
10. Be able to initiate, work at and complete tasks without close supervision.
11. Continues to perform normal custodial duties as required.
12. Be responsible for monthly check list report for their building.

APPENDIX C

JOB DESCRIPTION

CUSTODIAN

Duties Statement

The Custodian shall be responsible for the performance of duties involving the care and maintenance of buildings and grounds. The Custodian is under the direction of the Supervisor of Buildings and Grounds or any other administrator appointed by the Employer, who is responsible to the Superintendent of Schools.

Typical Examples of Work Performed:

The Custodian carries set routine tasks of daily cleaning which includes sweeping and mopping of floors; floor washing as needed; emptying and cleaning waste receptacles; dusting and straightening the arrangement of furniture and equipment; cleaning chalkboards, heating units, ledges, shelves and sills; cleaning and sanitizing of restrooms, shower rooms and kitchen; replacing expendable supplies; replacing light tubes and bulbs; leaving classrooms, halls, offices, cafeterias and other areas in proper condition for use. The Custodian performs minor repair and maintenance jobs regarding the building structure, plumbing, electrical systems, hardware, heating and ventilation, furniture and equipment in building and on grounds, performing periodic thorough cleaning tasks as directed on floors, walls, doors, windows, ceilings, furniture, plumbing equipment, painting, refinishing, constructing and remodeling. The Custodian shall maintain school roadways, lawn, shrubbery, trees, fencing, drains, playgrounds and their equipment, the athletic fields and their equipment, as he is directed. The Custodian maintains security and assists other employees in guarding against theft, vandalism, fire, explosion, storm damage, reports any matter of potential danger, misconduct, and equipment malfunction, and renders assistance until help arrives in order to protect lives and property, sets good examples for young people using sound judgment and displaying proper attitudes in performing the work, dealing with others, and in personal appearance and conduct, perform the duties with care and thoroughness using good sense and in the knowledge that the Custodian's contributions are an indispensable part of the teamwork required in promoting good education. The Custodian shall carry out matters of

preparing facilities for use at school and community events on the premises, then returns the areas to proper condition of regular use. The Custodian shall load and unload trucks, move, store, transport and unpack supplies, materials, etc., and any other such duty as required by the building administrator or custodial supervisor.

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