

7-1-73 to 6-30-75

A G R E E M E N T

between

the

MERIDIAN PUBLIC SCHOOLS

hereinafter referred to as the Employer

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547,
547A, 547B and 547C, AFL-CIO, hereinafter referred to
as the Union.

Meridian

ARTICLE I

PURPOSE

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

ARTICLE II

UNION RECOGNITION, UNION SECURITY, CHECK-OFF

Section 1 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 of employment.
- b. The term "employee" as used herein shall include all custodians, employees of the Employer.

Section 2 Union Security

- a. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing for the duration of this Agreement.
- b. It shall also be a condition of employment that all employees who are hired on or after the effective date of this Agreement and covered by this Agreement, shall be required as a condition of continued employment to either become and remain a member of the Union in good standing for the duration of this Agreement or pay to the Union a service charge as a contribution toward the administration of this Agreement in an amount equal to initiation fee and dues as charged all

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RELATIONS LIBRARY 13020 Puritan
Michigan State University Detroit 48227

other respective members of the Union on or before the ninety-first (91st) day following the beginning of such employment.

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

d. Either party to the Agreement shall have the right to re-open negotiations pertaining to Union Security when the laws applicable thereto have been changed by giving the other party thirty (30) days written notice.

e. In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment.

f. The Employer agrees that upon hiring any new employees who are covered under the terms of this Agreement, the Employer shall send a letter advising the Union of the name and date of hiring of the new employees.

Section 3 Check-Off

a. The Board shall deduct from the pay of each employee for whom it receives an authorization to do so, the required amount of fees for payment of Union dues and for initiation fees.

b. Such fees, accompanied by a list of employees from whom they have been deducted and the amount, shall be forwarded to the Union not later than forty-five (45) days after the deductions have been made.

c. The Union will notify the Employer thirty (30) days prior to any change in such dues and/or initiation fee.

d. The Union agrees to save and hold harmless the Board from any damages arising from the enforcement of the above provision.

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 re-affirm by this Agreement the commitment not to discriminate against any person of persons because of race, creed, color, religion, national origin, sex or age.

ARTICLE IV

MANAGEMENT RIGHTS

a. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights authority, duties and responsibilities conferred upon and vested in it by the laws

and constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right: (1) To the executive managing and the administrative activity of its employees during the school day. (2) To hire all employees and subject to provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees. (3) To determine work loads, hours of employment and the duties, responsibilities, and assignment of employees covered under the contract. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are not in conflict with the constitution and the laws of the State of Michigan and the constitution and laws of the United States.

b. The Board of Education has the right to change its policies, including those policies which effect salaries, fringe benefits, and other terms and conditions of employment, if such changes do not conflict with the express terms of this Agreement.

ARTICLE V

JURISDICTION

Employee of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentations, or in cases of emergency, providing that the custodial supervisor may perform such duties which he has performed in the past, providing there is no discrimination against the employees covered by this Agreement.

ARTICLE VI

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 to discriminate against any of its members, nor shall it result in the reduction of the present work force as outlined in Schedule A, nor in the event of the addition of facilities shall contracting be used to avoid the performance of work covered under this Agreement.

ARTICLE VII

SUPPLIES

Each employee shall requisition all of the supplies required for the performing of their job duties in the cleaning and maintaining of their building through the building principal at their respective school. The building principal shall furnish the employee with the supplies or materials that are required to clean the building within a reasonable period of time.

ARTICLE VIII

STEWARDS

- a. The employees shall be represented by a Chief Steward who shall be chosen or selected in a manner determined by the employees and the Union.
- b. Reasonable arrangements may be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, after arrangements have been made with his supervisor.
- c. During his term of office the Chief Steward shall be deemed to head the seniority list for the purposes of shift preference, lay-off and recall only, provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

ARTICLE IX

SAFETY

- a. The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work which are not recognized as a part of the employees normal job.
- b. The employee will be expected to inform the Employer in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Employer upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE X

SENIORITY

- a. A newly hired employee shall be on a probationary status for ninety (90) calendar days, with sixty (60) calendar days extension option by mutual agreement between the Employer and the Union and such days shall be taken from and include

the first day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the 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 his probationary period until these additional days have been worked.

- b. Probationary employees completing their probationary period shall acquire seniority from the date of hire upon completion of probationary period.
- c. Employees shall be laid off, recalled, or demoted according to their seniority.
- d. An employee will lose his seniority for the following reasons: (1) He resigns. (2) He is discharged for cause.
- e. Seniority shall continue to accumulate for an employee who is transferred to a supervisory position.
- f. An agreed-to seniority list shall be made available to each employee covered by this Agreement on or about July 1 of each year. Such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

ARTICLE XI

TRANSFERS AND PROMOTIONAL PROCEDURE

- a. Notice of all vacancies and newly created positions shall be furnished in writing to all of the custodial employees covered by this Agreement within ten (10) days from the date of vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position; provided, he has the necessary qualifications to perform the duties of the job involved. In the event the administration does not feel it is desirable to place the highest seniority man in the open position, an evaluation meeting between the representatives of the Union and the administration will be held in order to review the reasons and to arrive at a decision. Newly created positions or vacancies are to be posted in the following manner: Type of work, place of working, the starting date, the rate of pay, the hours to be worked and the classifications.
- b. Any employee temporarily transferred from his classification to another classification within the bargaining unit shall be paid either the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.

c. Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable 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.

ARTICLE XII

NEW JOBS

- a. When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed in an existing classification by mutual agreement, the Employer shall place into effect a new classification and a rate of pay for the job in question and he 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 jobs.
- b. The new classification and pay rate 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 pay rate and the classification. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the rate of pay and/or the classification, the issue may be submitted to the grievance procedure. 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, or upon the resolving of the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A.

ARTICLE XIII

DISCIPLINE DISCHARGE

- a. When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is reasonable to assume that the Employer became aware of conditions giving rise to the discipline.
- b. Any employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline. The Union shall be furnished a copy of all such notices.

c. Employees shall be subject to immediate dismissal for any of the following reasons: Drunkenness, dishonesty, insubordination, incompetences, conduct unbecoming any employee in the public service, or willful violation of agreed upon Employer rules.

ARTICLE XIV

LEAVE OF ABSENCE

- a. An employee who, because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report for work, shall be given a leave of absence without pay and without loss of seniority for the duration of such disability, provided he promptly notifies the Employer of the necessity therefore and provided further that he 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.
- b. Leaves of absence without pay and without loss of seniority shall be granted for periods of time not to exceed sixty (60) days for physical or mental illness, prolonged serious illness in the immediate family, which includes husband, wife, children or parents living in the same house.
- c. Leaves of absence without pay and without loss of seniority, shall be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.
- d. Whenever an employee shall become pregnant, she shall by the end of her fourth (4th) month, furnish the Employer with a certificate from her physician of the approximate date of delivery and stating any restrictions on the nature of work she may be able to perform and the length of time she may be allowed to work. With her physicians approval, she may be allowed to work until three (3) months before the expected date of delivery. When she is required to interrupt her employment upon the advise of her physician, she shall immediately be granted a leave of absence. Normally an employee shall be expected to return to work three (3) months after the delivery unless a doctor's certificate is furnished establishing the fact that she is not able to work. A maternity leave of absence shall not exceed nine (9) months. If the leave of absence has been properly applied for in the manner stated herein, and it has been approved by the Employer, there will be no loss of seniority for the period of time covered by the leave.
- e. The reinstatement rights of any employee who enters the military service of the United States by reason of an act of 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.

f. Leaves of absence without pay and without loss of seniority, 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, providing such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

g. Any employee in the bargaining unit elected or appointed to full time position or office in the Union whose duties require his absence from work, shall be granted a leave of absence without pay for the term of such office or position and he shall accumulate seniority during his term of office or position and at the end of such term be entitled to resume his regular seniority status and all job and recall rights.

h. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

ARTICLE XV

GRIEVANCE PROCEDURE

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

Step One

- a. An employee having a grievance shall present it orally to his supervisor.
- b. If the grievance is not settled orally, the employee, within twenty-four (24) hours may request the supervisor to call the steward.

Step Two

- a. The steward shall reduce the grievance to writing and indicate the alleged contract violation and the remedy desired.
- b. The aggrieved employee and his supervisor shall sign the grievance.
- c. The grievance shall be submitted to the building principal within five (5) working days from the date of Step One, a, above.

Step Three

- a. The steward shall meet with the building principal to discuss the grievance within five (5) working days of its written submission to the building principal.
- b. The building principal shall give his decision in writing relative to the grievance within ten (10) working days of his meeting with the steward.

Step Four

- a. Any appeal of a decision rendered by the building principal shall be presented to the Superintendent of Schools within five (5) working days and the Superintendent

shall meet with a business representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the building principal was not satisfactory.

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. Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education within five (5) working days and the Board of Education shall meet with a business representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why, the decision of the Superintendent of Schools was not satisfactory.

b. The Board of Education shall give its decision in writing relative to the grievance within ten (10) working days of the business representative's meeting with the Board of Education.

Step Six

a. If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the decision rendered by the Board of Education, the grievance must be submitted to arbitration. The appealing party shall request the American Arbitration Association to submit a list of five (5) persons. The representatives of the Employer and the Union shall determine by lot the order of elimination, and thereafter each party shall in that order alternately eliminate one (1) person until only one (1) name remains. The remaining person shall thereupon be accepted by both parties as the arbitrator.

b. The Arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing.

c. Each party shall be responsible for the expense of the witnesses that they may call.

d. 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.

e. The fees and expenses of the Arbitrator shall be borne equally by the parties.

f. The Arbitrator shall render his decision in writing not later than thirty (30) days from the conclusion of the arbitration hearing.

g. The decision of the Arbitrator shall be final and conclusive and binding upon all employees, the Employer and the Union.

ARTICLE XVI
HOURS AND WORK WEEK
Section 1

- a. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 120 hours thereafter.
- b. The normal work day shall be eight (8) consecutive hours, exclusive of the unpaid lunch period.
- c. The right to change the work schedule of the employees shall be vested in the Employer.
- d. All employees covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked; and one (1) fifteen (15) minute rest period during the second four (4) hours worked per day.

Section 2

- a. Overtime rates will be paid as follows:
 1. Time and one-half ($1\frac{1}{2}$) 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 work week, for which overtime has not already been earned.
 2. Double time will be paid for all hours worked on Sunday when such hours are overtime. Hours worked on Sunday shall be considered overtime when more than five (5) days are worked in a work week.

Section 3

Whenever an employee is required to return to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half ($1\frac{1}{2}$) his regular rate or a minimum of two (2) hours pay at his straight time hourly rate, whichever is the greater.

Section 4 Distribution of Overtime

Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work.

Section 5 Shift Differential

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 11:00 p.m. and 7:00 a.m. will receive a shift differential of ten cents (10¢) for all hours worked that day.

ARTICLE XVII

SICK LEAVE AND FUNERAL LEAVE

Section 1

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 a limit of 45 days accumulation. It is understood that part-time employees shall be entitled to a prorated portion of all benefits provided under this paragraph and other paragraphs of this Agreement.

Section 2

Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness or injury.

Section 3

All employees covered by this Agreement will be entitled to a total of two (2) days per year, for personal emergency and/or business leave as follows:

1. For personal business that must be conducted during the employee's working hours.
2. To perform service for a bereaved family, such as pall-bearer, etc.
3. The closing of a business deal, such as a purchase transfer or sale of personal property.
4. To attend to a matter of necessity, which is of utmost importance to the employee.

Such personal business days shall not be taken the day before or after the holidays except in the case of emergency.

Funeral leave shall be granted to an employee, not to exceed three (4) days for a death in the employee's immediate family. The immediate family shall be construed to mean the following: spouse (4), children (4), parents (3), mother-in-law (3), or father-in-law (3). Brothers (1), sisters (1), grandparents (1). Additional time off for traveling to reach funeral may be granted by approval of the Superintendent and such additional time shall be charged to sick leave.

b. Records of sick leave accumulated and taken shall be available to the employee or the Union upon 24 hours request.

c. The Employer may request medical verification of proof of illness when an employee is off work due to illness.

ARTICLE XVIII

HOLIDAYS

- a. The Employer will pay the normal days pay for the following holidays, even though no work is performed by the employee provided the holiday falls on a scheduled work day: New Year's Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.
 $\frac{1}{2}$ day before Christmas and $\frac{1}{2}$ day before New Year's Day.
- b. Employees required to work on any of the above named holidays shall receive time and one-half ($1\frac{1}{2}$) for hours worked in addition to the regular holiday pay.
- c. If an employee is on vacation on any of the above named holidays, he shall be entitled to an additional day off with pay for the holiday or shall receive eight (8) hours pay for the holiday.
- d. Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

ARTICLE XIX

VACATIONS

- a. All employees covered by this Agreement who have completed one (1) year of service shall receive seven (7) working days vacation with pay; after two (2) years of service twelve (12) working days; after five (5) years of service fifteen (15) working days vacation with pay. After eight (8) years of service, seventeen (17) working days vacation with pay.
- b. To be eligible for a vacation, an employee must have worked eighty-five percent (85%) of his regularly scheduled working hours.
- c. Employees terminating employment or on a leave of absence shall receive pro-rated vacation allowance based upon one-twelfth ($1/12$) of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date.
- d. Vacation time must be scheduled upon approval by the Employer in order to assure for proper scheduling, with the Employer to notify the Union of all such scheduled vacation time.

ARTICLE XX

JURY DUTY

A leave of absence shall be granted to an employee called for jury service. The Employer shall pay an amount equal to the difference between the employee's daily

salary and the daily jury duty fee paid by the court (not including travel) allowance for reimbursement for expenses) for each day in which the employee reports for or performs jury duty on which he otherwise would have been scheduled to work, provided that the employee cooperates with the administration in seeking to be excused from such service.

ARTICLE XXI

BENEFITS

It is agreed between the parties that any employee who works less than the established hours in his classification and is covered by this Agreement shall be entitled to a prorata portion of all of the benefits as provided under this Agreement based on the hours the employee works for the Employer.

ARTICLE XXII

WORKMEN'S COMPENSATION

In the event that an employee suffers an injury or illness that is compensable under the Michigan Workmen's Compensation Law, the employee will be entitled to use his sick leave in the same manner as if the injury or illness was not compensable under the Workmen's Compensation, provided that said employee reimburses the Employer the amount of wage continuation benefits he receives under Workmen's Compensation for any day which he received sick pay from the Employer. For any day that the employee receives sick pay from the Employer and reimburses the Employer for the Workmen's Compensation received, the employee's sick leave shall be reduced only by the portion of a day equal to the position of the employee's gross pay actually paid by the Employer.

ARTICLE XXIII

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 XXIV

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVSCOPE, WAIVER AND ALTERATION OF AGREEMENTSection 1

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants 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 2

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

Section 3

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal or 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 XXVITERMINATION AND MODIFICATION

- a. This Agreement shall continue in full force and effect until JUNE 30, 1975.
- b. If either party desires to terminate this Agreement it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current year of termination.
- c. The economic features of this Agreement may be re-opened for further negotiations each year by either party giving the other party at least ninety (90) days written notice of the desire and intention to re-open and re-negotiate the issue of economic benefits. Such written notice shall be sent by certified mail to the recognized mailing address of the other party and shall be deposited at least ninety (90) days prior to the anniversary date of this Agreement. In the event no notice is given of the intention to re-open then, all of the features of said Agreement shall automatically be renewed for an additional year or until the termination date of this Agreement as hereinbefore provided. 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, International Union of Operating Engineers, Local #547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan 48227 and if to the Employer addressed to the Meridian Public Schools, Administration Office, R#7, N. M-30, Sanford, Michigan 48657.

e. The effective date of this Agreement is July 1, 1973.

SCHEDULE A
SALARY SCHEDULE

Effective July 1, 1973

<u>CLASSIFICATION</u>	<u>One Year</u>	<u>Two Years</u>
Custodian	\$ 3.26	\$ 3.52