

6-30-74

1972-74

EAST JACKSON PUBLIC SCHOOLS
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #547

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(East) Jackson

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

East Jackson Public Schools
1566 N. Sutton Rd.
Jackson, Michigan
49202

A G R E E M E N T

between

THE EAST JACKSON PUBLIC SCHOOLS, hereinafter referred to as the Employer,

and

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

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.

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 and other conditions of employment.

(b) The term "employee" as used herein shall include all permanent employees, classified as, Building Engineers, Maintenance Mechanic, Maintenance Helper, Custodians, and Matrons employees of the Employer.

SECTION 2. UNION SECURITY

(a) It shall be a condition of employment that all permanent employees of the Employer who are covered by this Agreement and who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those presently employed who are not members on the effective date of this Agreement shall, on or before the Sixty-first (61st) Day following the effective date of this Agreement or the signing date of this Agreement, whichever shall be later, become and remain members in good standing in the Union. It shall also be a condition of employment that all permanent employees covered by this Agreement, and hired on or after its effective date shall, on or before the Sixty-first (61st) Day following the beginning of such employment, become and remain members in good standing in the Union.

(b) 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.

(c) 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.

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

(e) The Employer agrees that upon hiring any new employees who are not members of the Union, the Employer shall send a letter advising the Union of the name and date of hiring of the new employee.

SECTION 3. CHECK-OFF

(a) The Union shall submit to the Employer a statement of the amounts due to the Union by each employee for the initiation fee and dues. The Employer shall then deduct the amount due from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the 15th day of each month, following that which said deductions were made, together with a listing of 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, as and when deducted, shall be kept separate from the Employer's general funds, 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

MANAGEMENT RIGHTS

(a) The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge, or demote employees for just cause subject, however, to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management function.

(b) All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.

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 buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for the assisting in the adjusting of grievances, provided, that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE VI

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 lists 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 VII

SAFETY PRACTICES

(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 employee's normal job.

(b) The employee will also be expected to inform the Employer 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 VIII

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimentation or in cases of emergency.

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 to discriminate against any of its members, 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 Sixty (60) Calendar Days. The probationary period shall be Sixty (60) Calendar Days taken from and including the first day of employment. If at any time prior to the completion of the Sixty (60) Calendar Day probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first Sixty (60) Calendar Days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.

(b) A new employee assigned to or a current employee promoted to Classification #1, 2, 3, or 4 shall serve on a probationary status for Ninety (90) working days in that classification. If at any time prior to the completion of the Ninety (90) working day probationary period the employee's work performance is unsatisfactory, the new employee may be dismissed or the current employee returned to his previous position by the Employer during this period without appeal by the Union. Absence during the probationary period will be handled in the same manner as in (a) above.

(c) After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.

(d) Employees shall be laid off, recalled, or demoted according to their seniority within the school system, by classification.

(e) An employee will lose his seniority for the following reasons:

1. He resigns.
2. He is discharged for cause.

(f) Seniority shall continue to accumulate within the bargaining unit for an employee who is transferred to a supervisory position, with that employee having the right to exercise his seniority and return to the bargaining unit in the event that he vacates his supervisory position.

(g) An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain date of hire, employees location and classification. Seniority in classification shall be as of date of entry into the classification.

ARTICLE XI

TRANSFER AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of 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. Newly created positions or vacancies are to be posted in the following manner: the type of work; the place of work; the starting date; the rate of pay; the hours to be worked; and the classification.

(b) Any employee in the bargaining unit who is temporarily transferred from his classification to another classification 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) Days, except in the event that both parties mutually agree to an extension of the Thirty (30) Day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the Thirty (30) Days, the position shall then be considered an open position and posted for bidding from interested employees.

ARTICLE XII

NEW JOBS

(a) The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Employer has the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. Whenever new buildings or a job is made operational, the Employer shall establish the job description.

(b) The Employer will notify the Union in writing of such new or changed job, and will within Thirty (30) Days after such new or changed job is established, meet with the Union to negotiate the rate and the classification.

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 himself against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination, wilfull violation of agreed upon Employer's rules, or conduct unbecoming any employee in the public service.

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 and has exhausted any means of compensation from the Employer, shall be granted a leave of absence for the duration of such disability, provided he promptly notifies the Employer of the necessity therefor 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 shall be granted for a reasonable period of time 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 may be granted for a specified period 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 stating the approximate date of delivery and any restrictions on the nature of the work that she may be able to do and the length of time she may continue to work. With her physician's 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 advice 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 delivery unless a doctor's certificate is furnished establishing the fact that she is not able to work. If the leave of absence has been properly applied for in the manner stated herein, there will be no loss of seniority for the period of time covered by the leave of absence.

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

(f) Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employee 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 to full-time office in the union whose duties require his absence from work, shall be granted a leave of absence for the term of such office and at the end of such term shall 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, with a copy of the request to be maintained by the Employer, a copy furnished to the employee and a copy 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. An employee who meets all the requirements as hereinbefore specified shall be granted a leave of absence without pay and such employee shall accumulate seniority during the leave of absence and he shall be entitled to resume his regular seniority status and all job and recall rights.

ARTICLE XV

GRIEVANCE PROCEDURE

Definition

A grievance shall be 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 immediate Supervisor within five (5) working days of its alleged occurrence.

(b) The immediate Supervisor shall discuss the grievance with the employee.

(c) If the grievance is not settled orally, the employee or his immediate Supervisor within forty-eight (48) hours, may request a meeting with the Steward to discuss the grievance.

Step Two

(a) The Steward may then, within twenty-four (24) hours of the oral discussion with the employee and the Supervisor, submit the grievance in writing to the Building Principal.

(b) The Building Principal shall then, within forty-eight (48) hours, meet with the Steward to discuss the grievance.

(c) The Building Principal shall give his decision in writing within forty-eight (48) hours of his meeting with the Steward and the employee.

Step Three

(a) Any appeal of a decision rendered by the Building Principal shall be presented 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 state the reason or reasons why the decision of the Building Principal was not satisfactory.

Step Four

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

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

Step Five

(a) If the decision of the Superintendent of Schools or his designate is unsatisfactory, an appeal must be presented in writing within five (5) working days of receipt of the decision of the Superintendent of Schools or his designate to the Board of Education.

(b) The written appeal must state the reason or reasons why the decision of the Superintendent of Schools or his designate was unsatisfactory.

(c) The Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to both parties, but no later than thirty (30) days from the date of the receipt of the appeal.

(d) The Board of Education shall give a decision in writing relative to the grievance within five (5) working days of the Business Representative's meeting with the Board of Education.

Step Six

(a) If the Union so requests, the Board or its representatives will meet further with the Union to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private advisory arbitration.

(b) The procedure herein provided shall not prohibit the Union or the Employer from recourse to normal mediation provided by Michigan State Law.

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 one-hundred twenty (120) hours thereafter.

(b) The normal work day shall be eight (8) consecutive hours, to include a one-half (1/2) hour lunch period to be taken on the premises.

(c) The regularly scheduled work week shall consist of twenty (20) hours for all permanent part time employees, with the exception of the Maintenance Mechanic, who will work thirty (30) hours per week.

(d) The normal work day shall be four (4) hours for all permanent part time employees with the exception of the Maintenance Mechanic and the Maintenance Helper.

Section 2 Overtime Rates Will Be Paid As Follows:

(a) Time and one-half (1 1/2) will be paid for all authorized time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one work week.

(b) Time and one-half (1 1/2) will be paid for all hours worked on the sixth (6th) consecutive day when such hours are overtime.

(c) Double time will be paid for all hours worked on Sunday when such hours are overtime.

Section 3 Call Back

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 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 or extra hours worked shall be divided and rotated within the building according to seniority in classification and among those employees who regularly perform such work provided they are efficiently able to perform such work.

Section 5 Shift Differential

All employees who are regularly scheduled for work for four (4) or more hours between 4:00 p.m. and 12:00 p.m. midnight shall receive a premium of five (5¢) cents an hour for the eight (8) 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 twelve (12) days per year with a limit of one hundred (100) days. Employees on sick leave in excess of five (5) consecutive work days may be required to submit medical proof of illness in order to receive sick leave pay.

Section 2

(a) Sick leave shall be granted to employees when they are incapacitated from the performance of their duties by sickness, injury or for medical, dental or optical examination or treatment. Sick leave limited to one (1) day shall be granted for illness or emergency within the immediate family.

(b) All employees covered by this Agreement shall receive two (2) personal business days per year not deductible from sick leave. If the employee does not use his two (2) personal business days they shall then be added to the employee's individual sick leave bank.

(c) The employees shall receive full pay for unused sick leave days (maximum of 12 days) of the last year of employment upon retirement under the provisions of the Michigan Public Schools Employees Retirement regulations.

(d) Records of sick leave accumulated and taken shall be furnished to the employee on or about September 1st of each year.

Section 3 Funeral Leave

All employees covered by this Agreement shall be granted up to three (3) working days off with pay for each death in the employee's immediate family. The immediate family shall be construed to mean one (1) of the following: Spouse, Children, Parents, Brother, Sister, Grandparents, Grandchildren, Mother in-law or Father in-law. Additional time may be granted if needed for travel to distant states and deducted from sick leave.

Section 4 Workmen's Compensation

Any compensable injury or illness shall be covered by the Workmen's Compensation Law. The Employer will supplement Workmen's Compensation in the amount necessary to equal regular work weekly pay as the employee is eligible under sick leave.

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:

1. New Year's Eve Day
2. New Year's Day
3. Memorial Day
4. July Fourth
5. Labor Day
6. Thanksgiving Day
7. Day After Thanksgiving
8. Christmas Eve Day
9. Christmas Day
10. Good Friday

(b) Employees required to work on any of the above named legal holidays shall receive time and one-half (1 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.

(d) When the paid holiday falls on a weekend the employee shall be granted either the day before or after the holidays off with pay or one extra days pay.

ARTICLE XIX

HOSPITALIZATION

The Employer shall pay the cost of the MEA Super Medical Hospitalization Insurance or Dental Insurance for the Employee and his dependents as designated by the employee. Maximum premium rates to be paid by the Employer during the life of this Agreement are as follows:

- (a) For the employee only: \$18.96 per month.
- (b) For the employee and spouse: \$43.86 per month.
- (c) For the employee and children: \$35.66 per month.
- (d) For the employee, spouse, and children: \$50.50 per month.
- (e) Dental Insurance: \$10.52 per month.

(Increases in premiums, if any, during the 1973-74 year will be borne by the employee.)

ARTICLE XX

VACATIONS

(a) All employees covered by this Agreement who have completed one (1) year of service shall receive one (1) week vacation with pay; two (2) years of service two (2) weeks vacation with pay; eight (8) years of service three (3) weeks vacation with pay; twelve (12) years of service four (4) weeks vacation with pay. It shall be understood that employees who are covered by this Agreement as of July 1, 1968 will not suffer a reduction in vacation time because of this schedule.

(b) Employees terminating employment, or on a leave of absence, shall receive pro-rata vacation allowance for each month or major fraction thereof between his anniversary date and his termination date.

(c) Vacation shall be taken during the period June 15 through August 31 of any given year, except upon mutual agreement between the employee and the Employer.

ARTICLE XXI

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to a period of sixty (60) days. This provision to apply in the event the employee is unable to obtain a waiver.

ARTICLE XXII

CLASSIFICATION AND COMPENSATION

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

ARTICLE XXIII

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXIV

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1

No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the 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 XXV

TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until JUNE 30, 1974.

(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) If either party desires to modify this Agreement it shall Ninety (90) days prior to the termination date or any subsequent termination date give written notice of amendment or amendments desired. If notice of amendment of this Agreement 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, 13020 Puritan Ave., Detroit, Michigan 48227 and if to the Employer addressed to The East Jackson Public Schools, 1566 North Sutton Road, Jackson, Michigan 49202.

(e) The effective date of this Agreement is JULY 1, 1972.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED

BOARD OF EDUCATION

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

President

Business Manager

Vice-President

President

Secretary

Secretary

Treasurer

Date

Date

SCHEDULE A

SALARY SCHEDULE

Effective July 1, 1972:

<u>Classification</u>	<u>Probationary Rate</u>	<u>Base Rate</u>
1 - Maintenance Mechanic	\$3.80	\$3.90
2 - Building Engineer-High School	3.30	3.40
3 - Building Engineer-Middle School	3.20	3.30
4 - Building Engineer-Elementary	3.10	3.20
5 - Custodian	2.90	3.00

Effective July 1, 1973:

1 - Maintenance Mechanic	\$3.99	\$4.10
2 - Building Engineer-High School	3.47	3.57
3 - Building Engineer-Middle School	3.36	3.47
4 - Building Engineer-Elementary	3.26	3.36
5 - Custodian	3.05	3.15

Longevity Pay

Completion of Four (4) full years of service an additional 10¢ per hour.

Completion of Nine (9) full years of service an additional 10¢ per hour.

Completion of Fourteen (14) years of service an additional 10¢ per hour.

Completion of Nineteen (19) years of service an additional 10¢ per hour.

Completion of Twenty-four (24) years of service an additional 10¢ per hour.