

6-30-75

Fowlerville

A G R E E M E N T

between

FOWLERVILLE COMMUNITY SCHOOLS, hereinafter referred
to as the Employer,

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL #547, 547A, 547B, and 547C, AFL-CIO

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

*Fowlerville Community Schools
440 North Hubbard Street
Fowlerville, Michigan 48836*

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.

(b) The term "employee" as used herein shall include all Maintenance and Custodial employees of the Employer, excluding all substitute employees.

SECTION 2. Union Security

(a) It shall be a condition of employment that all permanent maintenance-custodial employees of the Employer who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all maintenance and custodial employees who are hired on or after the effective date of this agreement shall, on or before the ninety-first (91st) day following the beginning of such employment, become and remain members in good standing in the Union or contribute to the Social Welfare Fund an amount of money equal to the amount charged all other maintenance-custodial employees.

(b) Joining the Union or contributing to the Social Welfare Fund shall be a required condition of employment for all permanent maintenance-custodial employees.

(c) If the Union refuses to accept any person eligible for permanent employment, said person may continue in employment, providing his work is satisfactory to the employer, by contributing to the Social Welfare Fund in the manner previously mentioned.

(d) Monies of the Social Welfare Fund will be placed in a separate account of the Employer and will be disbursed as a committee composed of two Union personnel and two representatives of the Employer deem advisable at such times as either group may desire. Monies of the Social Welfare Fund will not be disbursed to the Employer or the Union.

SECTION 3. Check-Off

(a) The Employer shall deduct from the wages of the employees covered by this Agreement and remit to the Union, on or before the 15th day of each month, following that which deductions were made, dues uniformly required as a condition of membership in the Union only in such cases as the Employee files with the Employer written authority to do so.

(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, national origin, sex or age.

ARTICLE IV
VISITATION

After presentation of proper credentials, officers or accredited representatives of the Union shall be admitted (upon request by the Union) 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 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 V
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.

The employer will take reasonable measures in order to:

1. Provide heat, light and ventilation to employees at their place of work; and
2. Control drafts, noise, toxic fumes, dust, dirt, grease, and job hazards to which employees are subject at their places of work.

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 will be made to allow the steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, by first receiving approval from the supervisor.

(c) During his term of office, the Chief Steward shall be deemed to head the seniority list for the purpose of Shift Preference, 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
JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency, except for the work that has been historically performed during the school vacation periods, provided that there is no discrimination against the employees covered by this agreement.

ARTICLE VIII
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 nor in the event of extension of service shall it be used to avoid the performance of work covered under this agreement.

ARTICLE IX
DISCIPLINE DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves 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 or willful violation of agreed Employer's rules.

ARTICLE X
TRANSFERS AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions, covered by the terms of this agreement, shall be posted on employee bulletin boards within one (1) pay period from date of vacancy, and the employees shall be given five (5) 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 temporarily transferred 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 of temporary transfer, except extensions by agreement, shall be considered an open position and be posted.

ARTICLE XI
SENIORITY

(a) Employees shall be regarded as probationary employees for the first ninety (90) calendar days of employment. Lay off or discharged probationary employees shall not have recourse to the terms of this Agreement.

(b) Probationary employees completing their probationary period and employees transferring into the bargaining unit shall acquire seniority from the date of completion of transfer or probation. Seniority shall be granted to date of hire after completion of probationary period.

(c) Employees shall be laid off, recalled or demoted according to their seniority in their classifications. An employee on scheduled lay off shall have the right to displace a lesser seniority employee who is on a classification previously held by the employee; provided, the senior employee is qualified to hold the position held by the least seniority employee.

(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 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, specification 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 classification.

ARTICLE XIII

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 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) Leave of absence without pay shall be granted for a period not to exceed twelve (12) months 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) Leave of absence without pay 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 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. A maternity leave of absence shall not extend beyond 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 approved leave.

(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 without pay 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 employees make written requests 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 office in the Union whose duties require his absence from his work shall be granted a leave of absence, without pay, for the term of such office and shall accumulate seniority during his term of 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 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 XIV
GRIEVANCE PROCEDURE

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 remedy desired.

(b) The aggrieved employee and his supervisor shall sign the grievance.

(c) The grievance shall be submitted to the Superintendent of Schools within five (5) working days from the date of Step One, (a) above.

Step Three

(a) The steward shall meet with the Superintendent of Schools to discuss the grievance within five (5) working days of its written submission to the Superintendent of Schools.

(b) The Superintendent of Schools shall give his decision in writing relative to the grievance within ten (10) working days of his meeting with the steward.

Step Four

(a) If the decision of the Superintendent of Schools is not satisfactory, the Union shall appeal the decision of the Superintendent of Schools within five (5) working days and the Superintendent of Schools shall then 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 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 a 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 Arbitration

(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, 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 shall in that order alternately eliminate one (1) name until only one (1) 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 and each party shall be responsible for the expenses of the witnesses that they may call.

(c) 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.

(d) The fees and the expenses of the Arbitrator shall be shared equally by both parties.

(e) The Arbitrator shall render his decision within thirty (30) days from the conclusion of the Arbitration hearing.

(e) The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the Employer and the Union.

ARTICLE XV

HOURS AND WORK WEEK

Section 1

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 6:00 a.m. Monday and ending 120 hours thereafter.

(b) The normal work day shall be eight (8) consecutive hours plus a one-half ($\frac{1}{2}$) hour unpaid lunch period.

Section 2 Rest Periods

(c) Each employee 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 as scheduled by the employer.

Section 3 Overtime rates will be paid as follows:

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.

Section 4 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 ($1\frac{1}{2}$) his regular rate or a minimum of four (4) hours pay at his straight time hourly rate, whichever is the greater.

Section 5 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 6 Shift Differential

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 4:00 p.m. and 12:00 midnight, will receive a shift differential to ten cents per hour (.10-2nd shift) for all hours worked that day. Employees who are regularly scheduled for work, four (4) or more hours, between 12:00 midnight and 8:00 a.m. shall receive a premium of fifteen cents per hour (.15-3rd shift) for eight (8) hours worked that day.

ARTICLE XVI

SICK LEAVE AND FUNERAL LEAVE

Section 1

(a) Each employee covered by this Agreement will be entitled to sick leave accumulated in an individual single sick leave bank at the rate of one (1) day per month with a limit of seventy seven (77) days.

(b) Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee is afflicted with a contagious disease, the presence of the employee at his employment position would jeopardize the health of others.

(c) Records of sick leave accumulated and taken shall be available to the employee or the union upon request.

(d) The Employee shall be paid for unused accumulated sick days upon separation due to illness, injury or retirement, per the following schedule of continuous service with the Employer.

5 years of service or over	75%
3 years of service or over	50%
Under 3 years of service	0%

Section 2 Funeral Leave

(a) All employees 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 be the spouse, parents, parent inlaws, brothers, sisters, or children of the employee. Additional time off for traveling to said funeral shall be granted and such additional time shall be charged to sick leave.

(b) Employees may be granted one-half day, with pay, to attend funerals of non-family members, if the employee is performing a service for the bereaved family.

Section 3 Personal Business Days

(a) Two business days a year, may be used for personal business. Any of the employee's unused personal business days shall be added to the employee's accumulated sick leave at the close of the school fiscal year in addition to his accumulative sick leave.

(b) The purpose of this leave is to relieve the employees of financial hardship in situations over which they have no control.

(c) Personal business means an activity that requires the employees presence during the work day and is of such a nature that it cannot be attended to at another time of day.

(d) Application for personal business leave, containing the reasons for leave, must be submitted in writing at least forty-eight (48)

hours in advance (except in the event of an emergency when a short notice may be acceptable).

(e) A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year.

ARTICLE XVII

HOLIDAYS

(a) The Employer will pay eight (8) hours pay for the following holidays, even though no work is performed by the Employee:

New Years Eve Day - December 31
 New Years Day
 Memorial Day
 July Fourth
 Labor Day
 Thanksgiving Day
 Day After Thanksgiving
 Christmas Eve Day - December 24
 Christmas Day
 Good Friday
 Week of Fowlerville Fair - $\frac{1}{2}$ Day

(b) Employees required to work on any of the above named holidays shall receive double time 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 must work last scheduled work day before, and first scheduled work day after holiday to receive holiday pay. No exceptions will be made.

(e) When the scheduled holiday falls on a weekend and either the Friday prior to the holiday or the Monday after the holiday are school session days the employee shall then receive a day off on a later date that is mutually agreeable to the parties. If either the Friday prior to the

holiday or the Monday after the holiday are not school session days the employee shall then be allowed to take these days upon proper notification to the Employer.

ARTICLE XVIII
HOSPITALIZATION

The Employer shall pay the total cost of Blue Cross-Blue Shield MVF-1 Semi-Private or equivalent hospitalization insurance for the employee and his dependents less riders.

ARTICLE XIX
VACATIONS

(a) All employees covered by this agreement shall receive vacation with pay according to the following schedule as of June 30:

One (1) year service but less than three - one (1) week vacation with pay. Three (3) years service but less than six (6) - two (2) weeks vacation with pay. Six (6) years service but less than eleven (11) - three (3) weeks vacation with pay. Eleven (11) years service and over - four (4) weeks vacation with pay.

(b) To be eligible for a vacation, an employee must have worked eighty (80%) percent of his regularly scheduled work hours.

(c) Employees terminating employment or on a leave of absence shall receive pro-rata vacation allowance based upon 1/12 of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date.

(d) Vacation time shall be taken during the summer vacation months, which shall be the period of two weeks after the closing of the school year and two weeks prior to the start of the school calendar year.

ARTICLE XX
ACT OF GOD DAYS

Whenever an Act of God day or days would be declared by the Employer, because of conditions beyond the Employer's control, the Employee would receive his normal days pay even though no work is performed by the Employee, with the Employee to make every reasonable effort to arrive on the job.

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.

ARTICLE XXII
BENEFITS

It is hereby agreed between the parties hereto that in the event that an employee who is covered by this Agreement works less than the established hours in his classification, he 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.

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 classification as set forth on Schedule A attached hereto and made a part hereof by reference.

ARTICLE XXIVSCOPE, 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 of 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 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 affected 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 XXVBINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVI
TERMINATION 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 this Agreement 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 addressed 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 Fowlerville Community Schools or to any other such address the Union or the Employer may make available to each other.

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

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.

FOWLerville COMMUNITY SCHOOLS

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL #547, #547A, 547B and 547C, AFL-CIO

Business Manager

President

Secretary

SCHEDULE A
Salary Schedule

<u>Classification</u>	<u>Probationary Rate</u>	<u>Base Rate</u>
<u>Effective July 1, 1972</u>		
Custodian and Maintenance	\$ 3.00	\$ 3.38
Grounds Maintenance	2.50	2.85
<u>Effective July 1, 1973</u>		
Custodian and Maintenance	3.19	3.57
Grounds Maintenance	2.66	3.01
<u>Effective July 1, 1974</u>		
Custodian and Maintenance	3.39	3.77
Grounds Maintenance	2.83	3.18