

2936

6/30/98

AGREEMENT

between

HUDSON AREA SCHOOLS

HEREINAFTER referred to as the "Employer"

and

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

HEREINAFTER referred to as the "Union"

1995 - 1998

*Hudson Area Schools*

CUSTODIAL  
(Series 4000)

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Purpose

4202

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.

Union Recognition, Agency Shop and Check Off

4203

Agency Shop

4203.1

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 ninety (90) calendar days of the effective date of this Agreement, or within ninety (90) calendar days of the date of 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.

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).

Check-Off

4203.2

The Union shall submit to the Employer a statement of the same amount due to the Union by each employee for the initiation fee and Union dues. The Employer shall then deduct 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. The Union card must be signed by the employee from whose pay said deductions are to be made.

Union Recognition

4203.3

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.

The term "employee" as used here-in, shall include all Building Engineers and Custodians, employees of the Employer.

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 is delivered to the Employer by the Union

If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

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.

The Employer agrees that, upon hiring any new employees who are not members of the Union, or who are not paying towards the administration of this Agreement, the Employer shall send a letter advising the Union of the name and date of hiring of the new employee.

In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment and would be required to pay an amount equal to the regular monthly dues.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon claims made by the Union that an employee must be discharged because he has not complied with this Section of Agreement.

#### Visitation

4203.4

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 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.

#### Benefits

4204

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

Rights of the Board of Education

4205

Changes

4205.1

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 the Agreement.

Employment

4205.2

To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.

Legal Rights

4204.3

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 the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the rights:

Limitation

4205.4

To determine work load, hours of employment, and the duties, responsibilities, and assignment of employees covered under this Agreement. The exercise of the foregoing 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 there with 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 laws of the State of Michigan and the Constitution and laws of the United States.

Management

4205.5

To executive management, and administrative control of the school system and its properties and facilities and the activities of its employees during the school day.

Evaluation

4205.6

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of

experienced personnel, therefore, each employee will be formally evaluated at least once during each contract year. The evaluator will be the Maintenance Supervisor in cooperation with the principal where the individual being evaluated performs his/her major duties or is assigned. The employee shall receive a copy of their evaluation.

Contractual Work

4206

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.

Discipline and Discharge

4207

Dismissal, or suspension, and/or other disciplinary action shall be for stated causes. Written notice of such action by Superintendent or Board will be sent to the employee and Union within 72 hours of the occurrence. Job descriptions, rules of employment and written orders of the supervisors will determine cause for such action. Verbal orders should be obeyed or above procedures will be instituted. When an employee receives a written reprimand, the Union will receive a copy of the reprimand.

Grievance Procedure

4208

Definitions

4208.1

Grievance

4208.1a

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

Timing

4208.1b

The time elements in the steps can be shortened or extended upon mutual agreement between the parties.

Work Days

4208.1c

Working days shall be defined as those days that the Supervisor is available to receive the grievance.

Safety

4208.1d

A grievance concerning alleged safety hazards may be processed directly to Step Three of the Grievance Procedure, providing all procedures of 4221 are followed.

Limitation

4208.1e

Any employee grievance or Union grievance not presented for disposition through the grievance procedure in 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 became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to the date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

Step One

4208.1f

Any employee having a grievance shall discuss the grievance informally with his/her supervisor and then if the grievance is not settled orally the employee may request a meeting with the Steward.

The Steward then shall submit the grievance in writing to immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Steward shall sign the grievance.

Step Two

4208.1g

The Supervisor of Buildings and Grounds shall then within two (2) working days meet with the Steward to discuss the grievance.

The Supervisor of Buildings and Grounds shall then give his decision in writing within two (2) working days of his meeting with the Steward.

Step Three

4208.1h

Any appeal of a decision rendered by the Supervisor of Building and Grounds shall be presented in writing and state the reason or reasons why the decision of the Supervisor of Buildings and Grounds was not satisfactory.

Step Four

4208.1i

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) days following receipt of the appeal.

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

4208.1j

If the decision of the Superintendent of Schools is unsatisfactory, an appeal must be presented in writing relative to the grievance within five (5) working days of receipt of the decision of the Superintendent of Schools to the Board of Education. The appeal must be in writing stating the reason or reasons why the decision of the Superintendent of Schools was unsatisfactory. 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. 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

4208.1k

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 (non-governmental) mediation, or advisory arbitration.

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

Step Seven

4208.1l

If the appealing party is not satisfied with the disposition of the grievance through the services of State Mediation, then within fifteen (15) days from the date of conclusion of the last meeting of mediation, the grievance may 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 eliminate one (1) name until only one (1) remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.

The Arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing. Each party shall be

responsible for the expenses of the witnesses that they may call.

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.

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

The Arbitrator shall render his decision in writing no later than thirty (30) days from the conclusion of the arbitration hearing.

Binding Decision

4208.1M

The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the Employer and the Union, (unless found contrary to law by a court of competent jurisdiction).

Holidays

4209

Paid Holidays

4209.1

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

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

In the event that Good Friday is dismissed as a holiday, the employee's birthday would replace the Good Friday holiday.

Triple Time

4209.2

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.

Equivalency - Vacation or Sick

4209.3

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

Equivalency - Weekend

4209.4

When the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay; in the event that the scheduled holiday fall 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 then be granted another day at a later date that is mutually agreeable to the employee and the Employer.

Medical Proof

4209.5

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.

Hospitalization

4210

The School Board will fully pay for hospitalization/MESSA Super Care I upon written authorization of the employee. The Board shall continue to pay the full cost of hospitalization insurance for the term of the contract.

If no hospitalization is used, a tax sheltered annuity up to the cost of a single subscriber insurance policy will be provided to the employee upon written request.

Me too Clause Understanding: The custodial unit will accept Super Care I (same pac insurance as teachers) coverage given the HEA Bargaining Unit ratifies and accepts Super Care I. The board will pay the deductible each year for each bargaining unit member for the duration of this agreement.

Hours and Work Week

4211

Regular Hours

4211.1

Week

4211.1a

The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 127 hours thereafter. Regular work week will include Friday 11:00 p.m. to 7:00 a.m. Saturday.

Day

4211.1b

The normal work day shall be eight (8) consecutive hours plus an unpaid lunch period which shall be mutually agreeable to the employee and the Board.

Change

4211.1c

There shall be no change in the work schedule of the employee unless such change is mutually agreeable to the employee or such change has proceeded through Step Five (5) Section 4208.1j of the Grievance Procedure. This provision would not apply when employees change their hours due to the periods of the year when there would be no school in session or the reverse.

When special maintenance duties or specific assignments that would deviate from the employee's normal job assignment the Supervisor shall schedule these changes.

Overtime Will Be Paid As Follows

4211.2

Time And A Half

4211.2a

Time and a 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 work week for which overtime has not already been earned.

Double Time

4211.2b

Double time will be paid for all hours worked on Sunday, when such hours are overtime. (Note 4211.2e)

Rest Periods

4211.2c

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked per day; and one (1) fifteen (15) minute rest period during the second four (4) hours worked per day.

Call Back and Week-End Check

4211.2d

Whenever an employee is required to return to work after completion of the regularly scheduled working hours, they shall receive pay for the actual time worked at time-and-one-half the regular rate or a minimum of two hours pay at his/her straight time hourly rate, whichever is greater.

The respective building engineers and system engineer (4) shall be reimbursed \$8 for each weekend building check. (Maximum 114 checks per year per building.) The compensation is an auto expense allowance to check boilers during the heating season and

building checks throughout the school year. The building engineers and system engineer will equally share the building checks and additional pay allotted. Six hundred eighty four (\$684) dollars per person per year.

The three (3) building engineers and Gregg Durling will receive travel expense of \$100.00 per year for the use of their own personal vehicle for school business.

#### Distribution of Overtime

4211.2e

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 as follows:

1. In the event of a breakdown of the equipment in the building or the need to take care of a problem in the building.
2. When non-school groups use the buildings and are paying for use of facilities.
3. School or civic groups of forty or more use the kitchen, cafeteria, or gym area.
4. Immediately before vacation periods, overtime will not be authorized unless the facility is being used for instructional purposes the following school day.
5. Graduation Sunday will not be paid at the rate of double time but at the regular overtime rate of pay provided such hours are overtime.
6. In the event that an employee has an excused absence due to illness during the work week these hours shall be counted as hours worked for computing overtime payment.

#### Notification

4211.2f

An employee shall be expected to notify their supervisor in the event s/he is not able to report to work or is leaving before completion of regularly assigned hours, as soon as possible.

#### Jurisdiction

4212

Employees of the Employer not covered by the terms to the Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimentation or in cases of emergency, except in the cases of the Grounds Maintenance Man and the temporary help who shall continue to perform work as has been historically performed in past years

provided there is no discrimination against the employees covered by the Agreement.

Leaves

4213

With Pay

4213.1

Sick Leave Bank

4213.1a

Each employee covered by this Agreement shall earn Sick Leave days at the rate of one (1) per month, twelve (12) days per year to a maximum accumulation of sixty (60) days. Those employees who presently have an accumulation in excess of sixty (60) days shall have such accumulation frozen. Should their number of days drop below sixty (60) days, they shall accumulate earned days to a maximum of sixty (60) days. Days that may be accumulated annually in excess of sixty (60) days may be claimed up to ten (10) days at twenty (20) dollars per day or \$200. Each employee should request such payment by May 1st on the district Expense Form and payment will be made the last pay day of June.

Sick Leave

4213.1b

Sick Leave shall be granted to an employee when s/he is unable to perform their duties because of personal injury, personal quarantine or for medical, dental or optical examination or treatment. Sick Leave shall also be granted when a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee, or when the presence of the employee at their employment position would jeopardize the health of others.

If the district suspects abuse of sick leave, (one warning) the district may require verification of the illness or injury from the individuals family physician or a doctor designated by the school district. The board will pay for the examination fee if the day is approved, the employee will pay for the examination fee if the sick day is disallowed and in either case the employee shall not submit a claim for the expense to any insurance company.

Funeral - Family

4213.1c

All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family, meaning: parents, siblings, spouse, child, parent-in-law, grandparents, son/daughter-in-law, or any other member of the family or household who has clearly stood in the same relationships as any of these. Such leave will only be granted at the time of death of immediate family. The employee may

request additional time for traveling to said funeral with said days to be deducted from vacation time or taken as an unpaid leave of absence.

Funeral- Other

4213.1d

Leave not to exceed one (1) day shall be granted for the funeral of a niece, nephew, first cousin, aunt, uncle, sibling-in-law or close friend. Such leave will only be granted at the time of death.

Personal Business

4213.1e

All employees shall be entitled to a total of two (2) days per year, for personal emergency and/or business leave. These two (2) personal business days shall not effect the bonus vacation plan. The purpose of this leave is to relieve the employee of financial hardship in situations over which they have no control. Personal Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at another time of the day.

Application for personal business leave, containing the reasons for the leave, must be submitted in writing at least forty-eight (48) hours in advance, except in the event of an emergency when a shorter notice may be acceptable. Unused personal business days will be added to the sick leave bank.

Jury Duty

4213.1f

Employees requested to appear for jury qualification or if they are subpoenaed as a witness in a trial, shall be expected to present their per diem payment to the Board of Education. If the employee meets these requirements, s/he shall be then paid their regular rate of pay for the time s/he is on such leave by the Employer. The employee shall have the right to any expense monies provided (meals and employee mileage).

Long Term Disability

4213.1g

The Employer shall provide to each employee covered by this Agreement, a Long Term Disability Insurance Plan. Benefits

shall be payable upon the 61st calendar day of disability at 66 2/3% of the employees salary to a maximum of \$2,000 monthly to age 65 years. All claims will be between the carrier and the employee.

Sick Leave - Retirement

4213.1h

Upon retirement from Hudson Area Schools an employee will receive twenty (20) dollars per day of their accumulated sick leave up to a maximum of fifty (50) days or a maximum of one thousand (\$1,000) dollars.

Worker's Compensation

4213.1i

The Board shall carry worker's compensation insurance coverage for all members of the custodial unit in the manner required by the laws of the State of Michigan.

Without Pay

4213.2

Disability Medical Leave

4213.2a

Any bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available, shall be granted a disability leave of absence up to one year. No fringe benefits will be paid during such leave. The employee must provide a physician's statement to the employer verifying their ability to return to work.

Family

4213.2b

A non paid leave of absence shall be granted up to one year for required prolonged serious illness in the immediate family which includes husband, wife, children, or parents living in the same household. All procedures provided in 4213.2a will apply. If unemployment is claimed during a non paid leave of absence, the employee will reimburse the district for any such cost.

Training

4213.2c

Leaves of absence shall be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

Maternity

4213.2d

An employee that becomes pregnant will immediately inform the employer of such and may continue employment provided a certificate from her physician gives such permission and any restrictions on the nature of the work that she may be able to do is so specified. A non paid leave will be granted up to one

year upon the advice and approval of her physician. Normally an employee shall be expected to return to work four (4) to six (6) weeks after delivery. Any action taken by the Employer, because of the unique situation of each and every case, will not be subject to a grievance, unless clearly in violation of the expressed term of this contract.

For all sick leave days claimed under the maternity provision of this contract, the employee must have a physician's certificate verifying the disability which prevents said employee from fulfilling her regular custodial responsibilities.

#### Military

4213.2e

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. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserved 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.

#### Union Office

4213.2f

Any employee in the bargaining unit who is elected or appointed to full-time positions or office in the Union whose duties require his absence from work shall be granted a leave of absence, without pay, for up to one (1) year. The employee may request an extension on a year-to-year basis upon approval by the Board of Education.

#### Seniority

4213.2g

An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay and s/he shall accumulate seniority during leave of absence and s/he shall be entitled to resume his regular seniority status and all job and recall rights.

#### Application

4213.2h

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 of absence may be granted at the discretion

of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

Falsification

4213.1i

A falsification or attempt to circumvent the provisions of leaves provided in this Article will be grounds for dismissal.

Life Insurance

4214

The Board will provide Term Life Insurance for the employee in the amount of \$20,000 per employee inclusive of the MESSA Term Life Package up to retirement. All claims will be between the carrier and the employee.

Mileage

4215

The Board will pay 25 cents/mile (or District rate) to the employee who uses his personal car for school business. A travel expense form must be submitted for reimbursement and must be submitted annually prior to June 1st.

Dental Insurance

4216

The school Board will provide all bargaining unit members the following insurance and benefits levels.

Dental - Class I 60%; Class II 60%; Effective September 1, 1988.

New Jobs

4217

Establish New Position

4217.1

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.

Notification

4217.2

The Employer will notify the Union in writing of such new or changed job, and will within thirty (30) calendar days after

such new or changed job is established, meet with the Union to negotiate the rate and classification.

Negotiation

4217.3

If the Union does not wish to meet the rate and classification established by the Employer, it will become permanent during the life of this Agreement.

Retroactive to Date of Hire

4217.4

Any rate adjustment so negotiated will be retroactive to date of hire.

Salary Schedule 4299

4217.5

Rate and classification will become a part of Schedule A (4299).

Non Discrimination

4218

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.

Payroll

4219

Adjustments

4219.1

A custodian temporarily transferred their classification to another classification (Four (4) hours or more in one day and approval from their immediate supervisor) shall be paid on the highest classification rate (of the two assignments) for the entire day. It is the responsibility of the employee to note the classification change on their time card.

The utility custodian and engineers will receive the higher rate after one day's assignment.

Classification and Compensation

4219.2

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 in 4199 attached hereto and made a part hereof by reference.

Pay Computation

4219.3

All new employees pay will be held back for two (2) weeks for the basic hours worked and these two (2) weeks pay will be paid upon termination. It is also further agreed that all overtime payment will be delayed two (2) weeks.

Retirement

4220

The Board will pay the 5% of salary required for employees to participate in the Michigan Employees Retirement Fund.

Employees will be able to continue their employment with the district until age 70 provided they are capable mentally and physically to perform their job description satisfactorily. The retirement date will be effective on the employee's seventieth birthday.

Safety Practices

4221

Job Hazards

4221.1

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 jobs.

Employee Responsibility

4221.2

The employee will also be expected to inform, in writing, the Employer of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment.

Investigation

4221.3

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.

Seniority

4222

Probation

4222.1

A newly hired employee shall be on a probationary status for ninety (90) calendar days. The probationary period shall be ninety (90) calendar days taken from and including the first working day. 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.

Benefits to Date of Hire

4222.2

The District will provide benefits as per the Master Contract from the date of hire as those benefits are available through district carriers.

Lay Off, Recall or Demotion

4222.3

Employees shall be laid off, recalled or demoted according to their seniority in their classification previously held by the employee, provided the senior employee is qualified to hold the position held by the employee with the lessor seniority. Language is not retroactive.

Loss of Seniority

4222.4

An employee will lose his/her seniority for the following reasons:

1. S/he resigns.
2. S/he is discharged for cause.
3. S/he is absent for one (1) working day without notifying the Employer and/or without good and sufficient reasons.

Supervisory Position

4222.5

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 their seniority and return to the bargaining unit in the event that s/he vacates his/her supervisory position.

List Annually

4222.6

An agreed to seniority list shall be furnished 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.

Stewards

4223

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.

Reasonable arrangements will be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiation meetings, after arrangements have been made with his/her Supervisor.

During his/her term of office, the Chief Steward shall be deemed to head the seniority list for the purpose of shift preference, lay off and recall only; provided s/he is qualified to do the required work. Upon termination of his/her term, s/he shall be returned to regular seniority status.

Strike

4224

"Accordingly, the Union agrees during the term of the agreement, it will not direct, instigate, participate in any strike against the Board by any employee or group of employees without loss of all benefits, economic and otherwise, provided by this contract."

Transfer and Promotional Procedures

4225

Notice

4225.1

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) 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 s/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.

Temporary Transfers

4225.2

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) day time period, the position shall then be considered an open position and posted for bidding from interested employees.

Uniforms

4226

The Employee shall be provided with three (3) uniforms per year per employee. One (1) pair of coveralls will be provided for System Engineer, Building Engineers, and Utility Custodian (a

total of five at this time). Laundry being the responsibility of the employee and replacement upon need. Uniforms will be provided with patches designating "Hudson Area Schools, Custodial Staff" and "Name of the Employee".

Uniforms must be worn by the employee during their regular working hours.

Suggestions regarding supplier will be received from employees.

### Vacations

4227

All employees covered by this agreement who have completed one (1) year of service shall receive one (1) week's vacation with pay; after two (2) years' of service they shall receive two (2) weeks with pay; after five (5) years, three (3) weeks with pay; after ten (10) years, four (4) weeks with pay; after twenty (20) years, 3 days plus 4 weeks.

During the first year of employment, an employee shall receive pro-rata vacation time from his/her date of hire until June 30th, at the pro-rata amount of time based upon his/her months of service.

Rate of pay will be determined on the basis of 2 percent of previous years gross salary for each week or their regular hourly rate, whichever is greater.

The district will purchase back up to one (1) week of vacation pay. It is the employees' responsibility to notify the business office in writing by the first week of May to activate this benefit.

### Eligibility

4227.1

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

### Pro-Rata Amount

4227.2

Employees terminating employment or on a leave of absence shall receive pro-rata amount vacation allowance based upon 1/12 of the vacation pay for each month or major fraction thereof between July 1st and his/her termination date, providing the employee has given the Employer a minimum of two (2) weeks notice prior to the date s/he terminates his/her employment. One (1) year or more of employment is necessary to qualify for this provision "and every year thereafter his/her years of service will be based on June 30th with credit given for nine (9) months or more of service the first year".

Utilization at Time

4227.3

Vacation will be taken at five (5) work days at a time unless two weeks prior arrangement is made with the supervisor. All vacations will be scheduled between July 1st and June 30th. No more than one (1) employee may be on vacation at any given time unless prior approval has been granted by the System Engineer and District Supervisor.

Rotation Covering Holiday

4227.4

Vacation time that is scheduled over a holiday period shall be rotated according to seniority among all of the employees covered by this Agreement.

Bonus Plan

4227.5

All employees who have a minimum of two (2) years vacation credit may earn additional vacation days annually according to the following schedule:

<u>Days Absent During Year</u>	<u>No. Days Bonus Vacation</u>
0	5
1	5
2	4
3	3
4	2
5	1

Binding Effective Agreement

4250

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

Scope Waiver and Alteration of Agreement

4260

Alteration

4260.1

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 unless executed in writing between the parties hereto and the same has been ratified by the Union.

Waiver

4260.2

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.

Invalid Article

4260.3

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.

Termination and Modification

4270

Termination

4270.1

If either party desires to terminate this Agreement, it shall ninety (90) days prior to the termination date give written notice of termination. If either 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.

Continuation

4270.2

This Agreement shall continue in full force and effect until June 30, 1998.

Notice

4270.3

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 Avenue, Detroit, Michigan 48227; and if the Employer - addressed to Hudson Area Schools, 781 N. Maple Grove Avenue, Hudson, Michigan 49247.

Effective Date

4270.4

The effective date of this agreement is July 1, 1995. IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.

HUDSON BOARD OF EDUCATION

Blaine M. Baker  
President of the Board

\_\_\_\_\_  
Chief Negotiator

Kathleen Depker  
Secretary

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

Pip Selby  
Business Manager

Drew Spennardi  
President

Jennifer L. Judean

HUDSON AREA SCHOOLS  
SALARIES AND FRINGE BENEFITS  
CUSTODIANS

1995-96 SALARY SCHEDULE

4299

<u>Position</u>	<u>Description</u>	<u>Salary</u>
Building Engineer*	High School	\$13.59/Hour
Building Engineer	Middle School	\$13.35/Hour
Building Engineer	Elementary School	\$13.35/Hour
Utility Custodian	System	\$13.35/Hour
Technical Custodian	System	\$13.35/Hour
Custodian	System	\$12.37/Hour
Custodian II	System	\$10.20/Hour
*Grandfathered Position Bill Rupley		\$14.73/Hour

1996-97 SALARY SCHEDULE

<u>Position</u>	<u>Description</u>	<u>Salary</u>
Building Engineer*	High School	\$13.88/Hour
Building Engineer	Middle School	\$13.64/Hour
Building Engineer	Elementary School	\$13.64/Hour
Utility Custodian	System	\$13.64/Hour
Technical Custodian	System	\$13.64/Hour
Custodian	System	\$12.64/Hour
Custodian II	System	\$10.42/Hour
*Grandfathered Position Bill Rupley		\$15.05/Hour

1997-98 SALARY SCHEDULE

<u>Position</u>	<u>Description</u>	<u>Salary</u>
Building Engineer*	High School	\$14.18/Hour
Building Engineer	Middle School	\$13.93/Hour
Building Engineer	Elementary School	\$13.93/Hour
Utility Custodian	System	\$13.93/Hour
Technical Custodian	System	\$13.93/Hour
Custodian	System	\$12.91/Hour
Custodian II	System	\$10.64/Hour
*Grandfathered Position Bill Rupley		\$15.37/Hour

\* Position/Salary will expire upon retirement of Mr. Bill Rupley. Building Engineers will receive \$100.00/year for the use of vehicles for district business.

Probationary

4299.1

Probationary employees will receive, during their ninety (90) day period, thirty (30) cents an hour less than is provided on salary schedule 4199.

Longevity

4299.2

After 5 years of service and additional 10 cents per hour.  
After 8 years of service and additional 10 cents per hour.  
After 12 years of service and additional 15 cents per hour.  
After 16 years of service and additional 15 cents per hour.  
After 20 years of service and additional 10 cents per hour.

Employees will receive their increase on their anniversary if they notify the superintendent, in writing, two weeks prior to anniversary indicating their longevity increase is due, otherwise they will receive their increase beginning July 1st.

Shift Differential

4299.3

Employees that work the second or third shift the majority of their hours (4 or more hours) between the hours of 3 p.m. and 7 p.m. will receive an additional fifteen (15) cents per hour. Regular shift will occur on vacation periods or when students are not in session, unless specifically so assigned to another shift by the Supervisor of Building and Grounds.

Two (2) Letters of Understanding

4222.2 Benefits from date of hire

Union/Management understanding. Benefits will be available from the date of hire only when coverage is available through the district insurance carriers.

Sick Leave/Premium Cost

The board may grant -----

after an employee (five years or more) has utilized all of their district sick leave and is still hospitalized or unable to return to work (understanding: the employee will be able to return to work in the near future and the employee plans to return to work when physically and/or mentally able) the district will pay for the first three (3) months premium of medical insurance for the employee with the stipulation the employee will pay back the full cost/100% of the premiums upon returning to work. A schedule of payments will be negotiated on an individual basis.

Technical custodian - New Job Description