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6/30/2000

AGREEMENT

between

**THE SHEPHERD PUBLIC SCHOOLS
BOARD OF EDUCATION**

and

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

Maintenance/Custodial Employees

July 1, 1995 - June 30, 2000

Shepherd Public Schools

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AGREEMENT

This Agreement, made and entered into this **1st day of July 1995**, between the **Shepherd Public Schools** of Shepherd and Winn, Michigan, hereinafter referred to as the "**Employer**", and the **International Union of Operating Engineers, Local 547 - A, B, C, E, & H - AFL-CIO**, hereinafter referred to as the "**Union**", to cover only the employees of Shepherd Public Schools of Shepherd and Winn, Michigan. The Employer agrees that the recognition now tendered to the International Union of Operating Engineers, Local 547, AFL-CIO, as exclusive Bargaining Agent for its schools at Shepherd and Winn, Michigan, to insure true collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment. This Contract shall cover the employees who are rightfully within the Collective Bargaining Unit. It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered herein.

Witnesseth: In consideration of the mutual undertakings and agreements hereinafter set forth, and other good and valuable considerations, it is hereby mutually agreed as follows:

ARTICLE I

RECOGNITION

Section 1.

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for its Maintenance and Custodial employees but excluding supervisors (as defined by PERA), temporary employees, substitutes, youth/CETA workers, and summer help, and all other employees.

Section 2.

The term "Employee" as used herein, shall include all Maintenance and Custodial employees of the Employer.

Section 3. Union Security and Agency Shop

A. All employees employed in the Bargaining Unit, or who become employees in the Bargaining Unit who are not already members of the Union shall, within ninety (90) calendar days of the effective date of this provision, or within ninety (90) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative shall, within ninety (90) calendar days of their hire by the Employer, as a condition of employment, pay to the Union a service charge in an amount equal to the regular monthly dues uniformly required of employees who are members, less any amounts not permitted by law.

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

C. If a Bargaining Unit member shall not pay such service fees directly, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7), and at the request of the Union, deduct the service fees from the Bargaining Unit member's wages and remit the same to the Union under the procedures provided below.

1. The procedure in all cases of non-payment of the service fees shall be as follows:

- (a) The Union shall notify the Bargaining Unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Employer if compliance is not affected.
- (b) If the Bargaining Unit member fails to remit the service fees or authorize deduction for same, the Union may request the Employer to make such deduction pursuant to paragraph (C) above.
- (c) The Employer, upon receipt of request for involuntary deduction, shall provide the Bargaining Unit member with an opportunity for a due process hearing. This hearing shall address the question of whether the Bargaining Unit member has remitted the service fee to the Union, or authorized payroll deduction of same.

Additionally, the Bargaining Unit member may request that the Employer withhold or suspend involuntary wage deduction due to any asserted legal infirmity with the Union's internal procedures by which Bargaining Unit members may protest the calculation of the agency shop/service fees or with respect to the portion of any such fee which is alleged to be not properly chargeable to Bargaining Unit members who elect not to become members of the Union.

D. The Union will certify, at least annually, to the Employer fifteen (15) days prior to the date of the first payroll deduction for membership dues, and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said membership dues and the amount of service fees to be deducted by the Employer, and that said service fee includes only those amounts permitted by the Agreement and by law. The Union also agrees to furnish the Employer, upon request, with all information necessary for the Employer to make a determination as to the legal sufficiency of the Union's procedures whereby non-members of the Union can challenge service fees which have all been identified by the Union as properly chargeable to Bargaining Unit members who do not choose to become members of the Union.

E. A Bargaining Unit member who, because of sincerely held individual religious beliefs, or due to adherence to teachings of a bona fide religion, body, or sect which has historically held conscientious objection to joining or supporting labor organizations, shall not be required to join or maintain Union membership or otherwise financially support the Union as a condition of employment. However, such Bargaining Unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the Employer and the Union.

F. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken or not taken by the Employer in reliance upon information furnished to the Employer by the Union in the course of enforcing this Section. Further, the Union agrees to indemnify and save the school district, the Board of Education, the individual members of the Board of Education, and individual administrators and employees harmless against any and all claims, demands, costs, suits, claims for attorneys fees, or other forms of liability, as well as all court and/or administrative agency costs that may arise out of or by reason of action by the Employer or its agents for purposes of complying with the Union's Security provisions of this Agreement.

Should the indemnification provisions set forth above be declared unenforceable or void by a court of competent jurisdiction, the Union Security and payroll deduction provisions of this Section, as set forth above, shall immediately be considered inoperative pending negotiation on successor language.

Section 4. Check Off

A. The Employer shall deduct from the pay of each employee, from whom it receives an authorization to do so, the required amount for the payment of initiation fee and Union dues or service fees. Such dues or fees, accompanied by a list of employees (including the Social Security numbers) from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union office no later than the fifteenth (15th) of the month following the month in which such deductions were made.

B. Such fees will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the International and the Local 547, I.U.O.E. Each employee and the Union hereby authorizes the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local 547 of the International Union of Operating Engineers, AFL-CIO.

C. The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Employer pursuant to this Article and further agrees to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.

D. The Union shall be responsible for maintaining a due process procedure for non-members to determine how their fee is utilized and to provide the non-member an expeditious and impartial hearing regarding any objections. The Union shall provide a copy of said procedure to the Employer upon request.

ARTICLE II

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 affirm 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 III

RIGHTS OF THE BOARD OF EDUCATION

Section 1.

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing rights:

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

B. To hire all employees and subject to provisions of law, to determine their qualifications, including physical condition, and conditions for their continued employment for such employees.

C. To determine work load, hours of employment, and the duties and responsibilities and assignment of employees covered under this Agreement.

D. To promote, suspend, and discharge employees, transfer employees and lay-off, but not in conflict with this Agreement.

Section 2.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are not in conflict with the Constitution and laws of the State of Michigan, and the Constitution and the laws of the United States of America.

Section 3.

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

ARTICLE IV

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 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

STEWARDS

Section 1.

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 and shall be made known to the Employer.

Section 2.

Mutual arrangements will 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 the employee's supervisor.

Section 3.

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

ARTICLE VI

SAFETY PRACTICES

Section 1.

The Employer and the employee 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.

Section 2.

The employee will notify the Employer in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions, or equipment. The Employer, upon notification of an alleged unsafe condition, shall investigate such condition and shall be expected to make adjustments in such condition if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE VII

JURISDICTION

Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of training employees who are covered by this Agreement, experimentation, in cases of emergency, or in performance of work when operational difficulties are encountered and qualified employees are not immediately available.

This Article shall not limit the Employer's right to hire summer help whose employment shall be of a duration of ninety (90) days or less. Said employees will not be covered by the terms of this Agreement.

Additionally, the Employer may fill vacant positions due to vacations, leaves of absence, and sick leave exclusively with substitutes.

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 purposes 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 workforce 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 IX

SENIORITY

Section 1.

A newly hired employee shall be on a probationary status for seventy-five (75) working days with a sixty (60) working day extension option by mutual agreement between the Employer and the Union. Such days shall be taken from and include the first (1st) day of employment.

Section 2.

If at any time prior to the completion of the seventy-five (75) working day probationary period, the employee's work performance is unsatisfactory, he/she may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first seventy-five (75) working days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his/her probationary period until these additional days have been worked.

Section 3.

After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits, excluding probationary wages, shall be retroactive to the starting date of employment.

Section 4.

An employee will lose seniority for the following reasons:

1. He/She resigns and/or retires.
2. He/She is discharged for cause.

Section 5.

Employees shall be laid off or recalled according to their seniority in their classification. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee provided the senior employee is qualified to hold the position held by the least seniority employee.

In the event it becomes necessary for the Board to reduce the hours of any employee(s) below eight (8) hours a day or forty (40) hours a week, the lowest seniority employee shall have his/her hours reduced first, either partially or totally depending on the need. If further reductions are necessary, the next lowest seniority employee shall be effected and so on up the line of seniority. The intent of this provision is that the lowest seniority employee in the Bargaining Unit would be laid off before any other employee's hours are reduced. The work load of the laid off employee(s) would be divided up equally between the remainder of the custodial force.

Section 6.

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/her seniority and return to the Bargaining Unit in the event that he/she vacates his/her supervisory position.

Section 7.

An agreed to seniority list shall be placed on employees' bulletin boards, and a copy of such list is to be mailed to the Union's office, on or about July 1st of each year. Such list shall contain the employee's name, Social Security number, date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

Within ten (10) working days of posting the seniority list, employees may object to any alleged errors in the list. Thereafter, the list shall be considered final and conclusive.

Section 8.

Employees who do not fulfill the prescribed seventy-five (75) working day probationary period shall not have recourse through the Grievance Procedure.

Section 9.

The Employer will maintain seventy-five percent (75%) of the workforce as full-time staff and shall not lay-off full-time staff to reach this minimum. If a full-time position is to be divided into part-time positions, the Employer and Union shall meet prior to the division of the position.

ARTICLE X

TRANSFER AND PROMOTIONAL PROCEDURE

Section 1. Vacancies and Newly Created Positions

A. All job vacancies and newly created positions in the Bargaining Unit shall be posted on employees' bulletin boards within ten (10) working days of the 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 the employee 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:

1. The type of work.
2. The place of work.
3. The starting date.
4. The rate of pay.
5. The hours to be worked.
6. The classification.

B. In the event that the administration does not feel that it is desirable to place the highest seniority employee in the open position, an evaluation meeting between Representatives of the Union and the administration will be held in order to review the reasons why the administration does not want to place the highest seniority employee in the open position. In the event the Employer then does not place the highest seniority applicant in the open position, the Employer shall furnish the affected employee the written reason or reasons as to why the employee was not awarded the open position, with that employee having the right to grieve the written reason or reasons given by the Employer.

Section 2. Probationary Period

An employee promoted to an open or newly created position shall serve a probationary period of up to thirty (30) working days in the same classification, or sixty (60) days when transferring to a higher classification. In the event that the employee's work performance is unsatisfactory to the Employer during this probationary period, the Employer may return the employee to their former position, or in the event that the employee requests to be returned to their former position during this probationary period, the Employer shall honor such request. In the event that the Employer returns the employee to their former position during this probationary period, the affected employee shall be furnished the written reason or reasons as to why their work performance was unsatisfactory, with that employee having the right to grieve those written reasons given.

Section 3. Temporary Transfers

A. Any employee temporarily transferred from their classification to another classification within the Bargaining Unit, shall be paid the rate of the position from which the employee is transferred, or the rate of the position to which the employee is transferred, whichever is higher.

B. Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar day time period, the position shall then be considered an open position and shall be posted for bidding from interested employees.

ARTICLE XI

NEW JOBS

Section 1.

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

Section 2.

The new classification and pay rate shall be considered as temporary for a period of thirty (30) working days following the date of written notification to the Union. During this thirty (30) working day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to mediation. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the mediation procedure, the new classification shall be added to and become a part of Schedule A.

ARTICLE XII
DISCIPLINE DISCHARGE

Section 1.

When the Employer feels disciplinary action is warranted, such action must be taken within ten (10) working days of the date that the Employer first had knowledge of the conditions giving rise to the discipline.

Section 2.

An employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline. The Union shall be furnished a copy in writing of all such notices.

Section 3.

Employees shall be subject to dismissal and/or disciplinary action for any, but not limited to, the following reasons: drunkenness, dishonesty, insubordination, incompetency, conduct unbecoming an employee in the public service, or willful violation of the Employer's rules.

Section 4.

Disciplinary actions are valid for three (3) years and will be kept on file for that period. Employees will be notified if the administration intends to retain any disciplinary records.

ARTICLE XIII
NON-PAID LEAVES OF ABSENCE

Section 1.

An employee who has a minimum of two (2) years seniority and who, because of illness or accident which is non-compensable under the Workers' Compensation Law, is physically unable to report for work and has exhausted all means of compensation from the Employer, shall be granted a leave of absence for a period of up to one (1) year, which may be extended by the Employer, provided he/she promptly notifies the Employer of the necessity therefore and provided further that he/she supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence, or the continuation of such absence, when the same is requested by the Employer.

Section 2.

Leaves of absence may be granted for up to one (1) year for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children, or parents living in the same household.

Section 3.

Leaves of absence may be granted for up to one (1) year for training related to an employee's regular duties in an approved educational institution.

Section 4.

Whenever an employee has an anticipated disability, including but not limited to pregnancy, the employee shall furnish the Employer with a physician's statement indicating the ability to continue to perform normal work functions, approximate date of disability or, in the case of pregnancy, the date of delivery. When the employee's physician determines that the employee is unable to perform his/her normal work because of the disability and has no paid sick leave available, an unpaid leave of absence shall be granted for up to one (1) year. The employee may return to his/her employment at such time as the physician indicates in writing that the employee is physically able to resume normal job duties.

Section 5.

The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or law enacted by 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.

Section 6.

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

Section 7.

Any employee in the Bargaining Unit who is elected or appointed to a full-time position or office in the Union whose duties require his/her absence from work, shall be granted a leave of absence for the term of such office or position.

Section 8.

All reasons for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested. A copy of the request, whether approved or denied, will be maintained by the Employer, with a copy to be furnished to the employee and a copy sent to the Union.

Section 9.

An employee who meets all of the requirements as hereinbefore specified in Sections 1 through 8 may be granted a leave of absence without pay, and he/she shall accumulate seniority during his/her leave of absence, and he/she shall be entitled to resume his/her regular seniority status and all job and recall rights. Employees on a thirty (30) day or longer leave of absence shall notify the Employer at least two (2) weeks prior to returning to work. 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 and the employee.

Section 10. Family Medical Leave

A leave of absence without pay will be granted to any eligible employee in accordance with the Family and Medical Leave Act of 1993. The employee may substitute any or all available accrued paid leave of absence and paid vacation which would otherwise be unpaid under the Act. However, if an employee uses paid time, this will not extend the amount of time allotted under the Family and Medical Leave Act. The employee shall provide the Employer with timely notice and with such health care provider certification as the Employer may require under the Act. If an employee fails to provide such certification to the Employer, the leave may not be granted. An employee granted leave under this Section shall maintain contact with the Employer. Return to work shall be governed by the provision of the Contract. An employee who fails to return to work at the conclusion of a leave and their employment is terminated shall reimburse premiums and costs paid by the Employer for that employee, according to the Act.

ARTICLE XIV

GRIEVANCE PROCEDURE

Definition:

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

Step One

- A. An employee having a grievance shall present it orally, within five (5) working days of the alleged violation, to his/her supervisor.
- B. The supervisor shall discuss the grievance with the employee.
- C. If the grievance is not settled orally, the employee or the supervisor, within one (1) working day, may request a meeting with the Steward to discuss the grievance.

Step Two

- A. The Steward must then, within two (2) working days of the oral discussion with the supervisor, submit the grievance in writing to the supervisor, and indicate the alleged Contract violation and the remedy desired.

The written grievance shall:

- 1. Be signed by the grievant;
 - 2. Provide a summary of facts giving rise to the grievance;
 - 3. Cite alleged Contract provisions violated;
 - 4. Contain the date of the alleged violation; and
 - 5. Specify the relief requested.
- B. The supervisor shall then, within two (2) working days, meet with the Steward to discuss the grievance.

C. The supervisor shall then give his/her decision in writing relative to the grievance within two (2) working days of his/her meeting with the Steward.

Step Three

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

B. The appeal shall be in writing and state the reason or reasons why the decision of the supervisor was not satisfactory.

Step Four

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

B. The Superintendent of Schools shall give his/her 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 Superintendent's Office for transmission to the Board of Education within fifteen (15) working days of the decision of the Superintendent of Schools.

B. The Board of Education shall give its decision in writing relative to the grievance within thirty (30) days of the presentation of the appeal to the Superintendent's Office.

Step Six

A. If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the decision rendered by the Board of Education, the grievance must be submitted to arbitration.

B. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) calendar days of receipt of such notice, the party desiring arbitration shall refer the matter to the Michigan Employment Relations Commission for a list of arbitrators. The parties shall alternately strike names of arbitrators until a single arbitrator remains.

C. The arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing.

D. Each party shall be responsible for the expenses of the witnesses that they may call.

E. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or that of any of the parties hereto.

F. The per diem fees of the arbitrator shall be borne by the party who loses the arbitration. If the award and report is not clearly in favor of one (1) party or the other, then the per diem fees of the arbitrator shall be shared equally by the parties.

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

H. The decision of the arbitrator shall be final, 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 12:15 a.m. Monday and ending one hundred twenty (120) hours thereafter, with the exception of the project person, whose schedule may be altered to accommodate the district's needs. The project person will be given one (1) week's notice of a shift change, except for unusual circumstances that may occur in the normal operations of our district.

B. The normal work day shall be eight (8) hours. The employees on the day and afternoon shifts shall take a one-half (1/2) hour unpaid lunch period.

C. The Employer will set the employees' schedules for working hours for the entire student school year before the beginning of the student school year.

D. Day employees unable to report for work on a given day shall report to their supervisor one (1) hour prior to their shift. Other employees shall notify the school switchboard two (2) hours prior to their shift, except in cases of emergency. If the procedure is not followed, the employee shall not be paid for the day.

Section 2.

Overtime rates will be paid as follows:

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

Section 3. Call Back

Whenever an employee is required to return to work after the completion of his/her regularly scheduled hours, he/she shall receive pay for the actual time worked at time and one-half (1-1/2) his/her regular rate, or a minimum of three (3) hours pay at his/her straight time hourly rate, whichever is the greater. Call backs shall be rotated among qualified employees.

Section 4. Shift Differential

Employees who are scheduled to work four (4) or more hours between the hours of 3:00 p.m. and midnight will receive a shift differential of twenty cents (\$.20) per hour for all hours worked that day.

Employees who are scheduled to work four (4) or more hours from midnight to 8:00 a.m. will receive an additional thirty cents (\$.30) per hour added to the base rate.

In the event a third (3rd) shift is established, all jobs shall be posted for bids. If no one bids on the third (3rd) shift, the least seniority employees would be assigned.

Section 5. Distribution of Overtime

A. Overtime and additional hours shall be divided and rotated as equally as possible according to seniority and among those employees who regularly perform such work, provided they are qualified to perform such work.

B. An additional hours list will be posted for seven (7) calendar days prior to the beginning of each month. Employees interested in working additional hours will be responsible for indicating their interest by signing such a list for the upcoming month. The list will be removed on the first (1st) day of the month.

C. Part-time employees will be called first to fill positions that are vacant due to vacations, leaves of absence, sick leave, or personal days, should substitutes or grounds project employees not be available.

All other additional hours will first be offered to full-time employees. Nothing contained herein will prohibit the Employer to contact full-time employees for additional hours.

Section 6. Rest Periods

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. Such periods shall be confined to the premises and the exact time is to be determined by the supervisor within the general terms of the Agreement.

ARTICLE XVI

PAID LEAVE

Section 1.

Each employee covered by this Agreement will be granted twelve (12) days of leave annually with pay, to be used for sickness, injury, or serious illness. It is to be considered as granted on the basis of one (1) day for each month of service during the year. In the event the employee does not serve the entire year, his leave days will be one (1) day for each full month of service. This leave may accumulate from year to year to a maximum of one hundred ten (110) days accumulation to include current year leave days.

Section 2.

All employees covered by this Agreement shall be furnished with records of sick leave accumulated and taken on or about July 1st and January 1st. Employees will promptly notify the Employer of discrepancies in said records.

Section 3.

An employee who has completed ten (10) years of service in this school system, and who otherwise meets all eligibility requirements for retirement under the Michigan Public School Employees Retirement System, shall be paid in full for all of his/her unused accumulated sick leave days, up to a maximum of fifty-five (55) days, and for one-half (1/2) of his/her normal day's pay for all days accumulated over fifty-five (55) days upon the employee's retirement.

Hold Harmless Current Employees: New employees hired after July 1, 1995, with ten (10) years of service shall receive forty percent (40%) of their daily rate for the first fifty-five (55) days, and eighty percent (80%) of their daily rate for the next fifty-five (55) days.

Section 4.

An employee will be allowed to use five (5) sick leave days per year for illness in his/her immediate household that requires his/her care and attendance at home.

Section 5.

Sick leave may be utilized by an employee for appointments pertaining to the employee's own physical condition with the doctor, dentist, or other recognized practitioner, to the extent of time required to complete such appointments when it is not possible to arrange such appointments during non-duty hours.

Section 6.

The Employer may require the employee to furnish medical verification of the illness or injury resulting in the absence. Unless such statement is filed, if requested, the absence will be considered as lost time and the employee's pay will be reduced accordingly.

Section 7.

It is agreed between the parties hereto, that the first day of deer season shall be considered as an authorized leave day, chargeable to sick leave. Employees wanting this day off shall make advance arrangements with their immediate supervisor.

Section 8. Funeral Leave

A. Each employee covered by this Agreement shall be granted three (3) working days off with pay for death in the employee's immediate family. The term immediate family shall include the employee's spouse, children, parents, parents-in-law, siblings, daughters and sons-in-law, grandparents, grandchildren, step-children, half-brothers, half-sisters, sisters-in-law and brothers-in-law. In addition, up to two (2) working days will be granted when required by the circumstances and approved by the Employer, and such additional time shall be charged to paid leave, Section 1(A).

B. Employees shall be granted one-half (1/2) day off with pay to attend other funerals and such time shall be charged to paid leave, Section 1(A). Permission will be granted after the proper form is filled out and approved by the immediate supervisor.

Section 9. Personal Business Days

A. A maximum of three (3) days for personal use shall be granted after two (2) years of service; one (1) day is granted for each of the first two (2) years in the school system. All unused days are accumulative sick leave days at the end of the fiscal year under Section 1(A).

B. Applications for personal use days must be submitted in writing at least forty-eight (48) hours in advance.

ARTICLE XVII

HOLIDAYS

Section 1.

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

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
*Good Friday	The Day after Thanksgiving
Memorial Day	Christmas Day
July Fourth (4th)	Christmas Eve Day

* If school is in session on Good Friday, then it becomes a Floating Holiday.

Section 2.

Employees required to work on any of the above named holidays shall receive double-time (2X) for hours worked in addition to the regular holiday pay. Exception: No double time (2X) paid for working Good Friday if school is in session.

Section 3.

If an employee is charged for vacation for any of the above named holidays, he/she shall be entitled to an additional day off with pay for the holiday, or he/she shall receive pay for their normally scheduled work day for the holiday.

Section 4.

Illness on days when work is not scheduled, such as holidays, shall not be deducted from sick leave, nor shall there be any loss in pay (provided, however, in the event of a prolonged illness, the non-scheduled day [holiday] will be deducted for that time, unless he/she returns on the scheduled work day after the holiday).

Section 5.

When the scheduled holiday falls on a Saturday or a Sunday, the employee shall receive his/her normal day's pay for the holiday.

Section 6.

Employees off sick on the holiday, or the day before the holiday, may be required to submit medical proof of illness in order to receive holiday pay.

ARTICLE XVIII

INSURANCES

Section 1.

During the first year of this Agreement, the Employer shall pay the full cost of Blue Cross/Blue Shield Hospitalization Insurance, based on the dependent status of the employee. During subsequent years of the Agreement, the premium to be paid by the district will be determined in the monetary opener. Employees having comparable health coverage elsewhere, and those employees not electing health insurance coverage shall be permitted up to one hundred dollars (\$100.00) per month toward group insurance options, carrier to be selected by the school district.

Section 2.

Each Bargaining Unit member shall receive term life insurance coverage in the amount of fifteen thousand dollars (\$15,000), carrier to be selected by the Board of Education. During subsequent years of the Agreement, increases in premium will be considered in the monetary openers.

Section 3.

The Employer shall pay the full premium for Ultra Vision Basic II Optical Insurance or a comparable plan for employees and their dependents. During subsequent years of the Agreement, increases in premium will be considered in the monetary openers.

Section 4.

The Employer shall pay the premium for long term disability (LTD) up to a maximum of seventeen dollars (\$17.00) per month. During subsequent years of the Agreement, increases in premium will be considered in the monetary openers.

ARTICLE XIX

VACATIONS

Section 1.

All employees covered by this Agreement who have completed one (1) year of service shall receive seven (7) working days vacation with pay; after two (2) years of service, two (2) weeks vacation with pay; after five (5) years of service, three (3) weeks vacation with pay; after ten (10) years of service, seventeen (17) days vacation with pay; after fifteen (15) years of service, nineteen (19) days vacation with pay; after twenty (20) years of service, twenty-one (21) days vacation with pay; after twenty-five (25) years of service, twenty-three (23) days vacation with pay. Vacation days shall be credited on the anniversary of the employee's date of hire effective the 1993-1994 school year.

Section 2.

To be eligible for a full vacation, an employee must have worked eighty percent (80%) of his/her regularly scheduled working hours. An employee who works less than eighty percent (80%) of his/her regularly scheduled working hours shall receive a pro-rated vacation allowance based on the actual percent of hours worked.

Section 3.

Employees terminating employment or going on leave of absence shall receive pro-rata vacation allowance based upon one-half (1/2) of the vacation pay for each month or major fraction thereof between his/her anniversary date and his/her termination date.

Section 4.

Employees are to express preference of summer vacation dates to the supervisor by May 15th of the current year. Should an employee wish to use vacation days during the school year, the employee shall request the time off two (2) weeks in advance for approval by the Director. If the Director refuses the employee's request, the employee shall be informed of the reasons for the disapproval.

ARTICLE XX

UNIFORMS

The Employer shall purchase three (3) uniforms at the beginning of each school fiscal year for each employee covered by this Agreement; with the employee to be responsible for the maintenance and laundering of such uniforms. After one (1) year of service, the uniform shall be the property of the employee.

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 for such appearance or service, less any compensation received for such jury service. The official written notification that the employee is to report for jury duty must be presented to the Employer in order for the employee to be compensated for such duty.

ARTICLE XXII

BENEFITS

It is agreed between the parties that in the event that any employee works less than the established hours in his/her classification and is covered by this Agreement, he/she 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.

Part-time employees are generally hired for half-time and shall receive one-half (1/2) of all benefits and seniority accumulation. However, if a part-time employee works consistently eighty percent (80%) of his/her regularly scheduled time, more than half-time over a three (3) month period, he/she will receive the higher pro-rata share of benefits excluding seniority.

ARTICLE XXIII

WORKERS' COMPENSATION

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

ARTICLE XXIV

ACT OF GOD DAYS

Section 1.

On any day that is declared to be an Act of God day by the Employer, the employees will not be expected to report for work sooner than eight (8) hours after the completion of his/her last shift. Employees unable to report for work on said day shall be allowed to charge said time to sick leave. Employees who normally work the second (2nd) or third (3rd) shift may be able to work the first (1st) shift on inclement weather days.

Section 2.

An equated day off with pay on an hour-to-hour basis will be provided at another time to each Custodian who reports and performs work for a certain number of hours when our schools are declared closed by the authority of the Civil Defense or Michigan State Police due to a severe snowstorm or a disaster which has closed expressways and highways within our school district.

The above paragraph has no effect when our schools are closed by its own authority. This authority will remain as in the past.

ARTICLE XXV

CLASSIFICATION AND COMPENSATION

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

ARTICLE XXVI

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVII

SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

Section 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 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 supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement 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 XXVIII

TERMINATION AND MODIFICATION

Section 1.

This Agreement shall continue in full force and effect through **11:59 p.m. on June 30, 2000.**

Section 2.

If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or 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) calendar days written notice prior to the current year of termination.

Section 3.

If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the 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 or after its termination date on ten (10) calendar 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.

Section 4.

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 - A, B, C, E, & H - AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Employer, addressed to Shepherd Public Schools, Shepherd, Michigan 48883, or to any other address the Union or the Employer may make available to each other.

Section 5.

The effective date of this Agreement is **July 1, 1995.**

ARTICLE XXIX

LONGEVITY

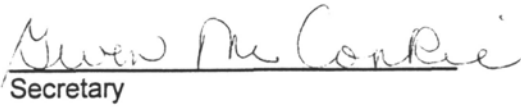
All employees who have five (5) or more years of seniority shall receive three and one-half percent (3.5%) for the school years 1995-1996, 1996-1997, 1997-1998, 1998-1999, 1999-2000, of their previous calendar year's earned straight time, excluding overtime and the previous year's Longevity Bonus, as a Longevity Bonus. This check shall be paid the first (1st) pay in February.

Hold Harmless Current Employees: New employees hired after July 1, 1995, shall become eligible for this provision after attaining ten (10) years of seniority.

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

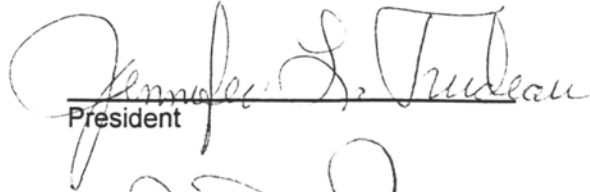
SHEPHERD PUBLIC SCHOOLS

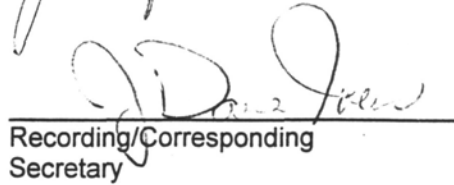

President


Secretary

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


Business Manager


President


Recording/Corresponding
Secretary

SCHEDULE A
WAGE SCHEDULE

<u>Effective</u>	<u>7/01/95</u>	<u>7/01/96 through 6/30/2000</u>
Custodial Work	\$10.64	To Be Determined in Monetary Openers
Building/Grounds Maintenance Work	\$11.29	
Maintenance Work	\$12.33	
Maintenance Skilled Work	\$14.18	

Hold Harmless Current Employees:

New employees hired after July 1, 1995 shall be subject to a step process for all classifications.

Probation Period -	70% of Base Salary (75 Working Days)
Probation End to Year 1 Anniversary -	Step I, 80% of Base Salary
Year 1 Anniversary to Year 2 Anniversary -	Step II, 90% of Base Salary
Year 2 Anniversary -	Step III, 100% of Base Salary

Monetary Openers:

In subsequent years of this Agreement, there will be monetary openers. The amount of money that will be available for the monetary opener will be determined by the percentage increase in the per pupil foundation amount from the previous year to the current year. The Custodial/Maintenance Union will then be able to allocate the money available to the areas that they choose. In determining the base amount to be used, the following will be used in arriving at the total costs for Maintenance/Custodial.

1. Wages
2. Holiday
3. Life Insurance
4. Vision Insurance
5. Health Insurance
6. Options
7. Long Term Disability Insurance
8. FICA
9. Retirement
10. *Workers Comp*

The base dollar amount increase will be the maximum amount available to be used to increase the above items.

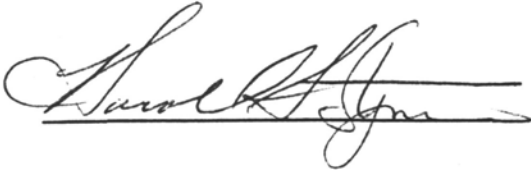
Added Notes:

1. The change of dependent status in the health insurance will not be a factor in considering the monetary openers.
2. Size of staffing (workforce) both positive and negative will not be a factor in considering the monetary openers.

LETTER OF UNDERSTANDING

The parties agree that if the custodial duties for the Community Education Program and other school-owned off-site facilities exceed a total of four (4) hours per day, the work shall be considered Bargaining Unit work.

FOR THE BOARD:

A handwritten signature in cursive script, appearing to read "Sarah A. Jones", written over a horizontal line.

FOR THE UNION:

A handwritten signature in cursive script, appearing to read "Douglas Fogel", written over a horizontal line.

LETTER OF AGREEMENT

The undersigned parties agree to add the following provisions to the 1995 - 2000 Agreement between the Shepherd Public Schools Board of Education and The International Union of Operating Engineers Local 547-A, B, C, E, H - AFL - CIO.

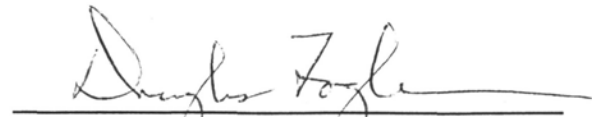
1. Add to ARTICLE XXIX - Longevity: The date of determination for longevity compensation will be December 31 of that school year.

Example: If a current employee, hired prior to July 1, 1995, employee has his/her five (5) years of seniority in prior to December 31 of that year, they shall receive the longevity compensation. If they happen to reach the five years after December 31, they will not receive the longevity compensation until the following year.

The same applies for employees hired after July 1, 1995, other than they are required to have 10 years of seniority prior to receiving the longevity compensation.

2. By agreeing to this change, it by no means places fault with either party, nor does it confer blame. Any claims in the past that were not handled in this manner are not retroactive and will not be adjusted.


Shepherd Board of Education


International Union of Operating
Engineers Local 547 - A, B, C, E,
AFL - CIO

3/6/96
Date

March 6, 1996
Date

1997/98

	1997/98	First 75 Days (Probation) (70%)	Rest Of First Year (80%)	Second Year (90%)
Custodian	11.26	7.88	9.01	10.13
Building/Grounds Maint.	11.96	8.37	9.57	10.76
Maintenance	13.05	9.14	10.44	11.75
Maintenance - Skilled	15.01	10.51	12.01	13.51

1998/99

	1998/99	First 75 Days (Probation) (70%)	Rest Of First Year (80%)	Second Year (90%)
Custodian	11.51	8.06	9.21	10.36
Building/Grounds Maint.	12.22	8.55	9.78	11.00
Maintenance	13.34	9.34	10.67	12.01
Maintenance - Skilled	15.34	10.74	12.27	13.81
Percent/Dollar Raise (P/D)	P	2.20%		

Shepherd Public Schools

Foundation Grant

Fiscal Year	Foundation Grant	Percent Change
1994/95	4,872.37	
1995/96	5,105.37	4.78%
1996/97	5,308.00	3.97%
1997/98	5,462.00	2.90%
1998/99	5,462.00	0.00%

Shepherd Public Schools

Fiscal Year	Stipend
1994/95	N/A
1995/96	N/A
1996/97	N/A
1997/98	620.00
1998/99	N/A

Retirement Rate:

	Rate	Months	Weighted Average
- 7/1/97 thru 9/30/97	15.1700%	3	3.7925%
- 10/1/97 thru 6/30/98	11.1200%	9	8.3400%
			<u>12.1325%</u>