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6/30/2001

AGREEMENT

between

SWAN VALLEY SCHOOL DISTRICT

and

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

Swan Valley School District

**Swan Valley School District
8380 O'Hern Rd.
Saginaw, MI 48609-5199**

July 1, 1998 - June 30, 2001

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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All full-time and part-time Maintenance Men, Head Custodians, Boiler Operators, and Custodians; but, excluding all other employees and supervisory employees as defined by the Employment Relations Commission.

This Agreement made and entered into, by and between the Swan Valley School District Board of Education, Saginaw, Michigan, hereinafter referred to as the "**Employer**", and the International Union of Operating Engineers, Local 547 - A, B, C, E, H - AFL-CIO, Detroit, Michigan, hereinafter referred to as the "**Union**".

WITNESSETH:

In consideration of the premises and the mutual covenants of premises and the parties hereto, it is hereby agreed as follows:

PREAMBLE

Whereas, it is the desire of the parties of this Agreement to work together harmoniously and to promote and maintain relations between the Employer and the Union which will serve to the best interest of all concerned, now therefore the parties hereto agree as follows:

Membership in the Union is not compulsory; employees have the right to join or not join the Union, maintain or drop their membership as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

ARTICLE I

RECOGNITION - DUES CHECK-OFF

Section 1: Recognition

(a) The Employer recognizes the Union as the exclusive representative of all full-time and part-time Maintenance Men, Head Custodians, Boiler Operators, and Custodians; but excluding all other employees and supervisory employees as defined by the Employment Relations Commission, for the purpose of collective bargaining, with respect to rates of pay, wages, hours of employment, or other conditions of employment. Any employee regularly scheduled to work less than ten (10) hours per week shall not be covered by the terms of this Agreement.

(b) For the purpose of this Agreement, the term "employee" shall include all full-time and part-time Maintenance employees, Head Custodians, Boiler Operators, and Custodians employed by the Employer, but excluding all other employees and supervisory employees as defined by the Employment Relations Commission.

Section 2: Union Security and Dues Check-Off

(a) It is recognized that, because of religious conviction or otherwise, some employees may object to the joining of any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of Collective Bargaining Agreements shall entail expense to the Union. To this end, in the event an employee shall not join the Union and execute an authorization for dues and deduction in accordance with this Article, such employee shall, as a condition of continued employment by the Board, cause to be paid to the Union a sum equivalent to the dues of the Union. In the event that such sum shall remain unpaid for a period of sixty (60) days following the date the same is due, and after sixty (60) days written notice thereof has been given to the employee by the Union, the Board, upon proper notification by the Union, agrees that the services to such employee shall be discontinued. The refusal of the employee to contribute fairly to the costs of negotiation and administration of this and subsequent agreements as herein required is recognized by the parties as reasonable and just cause for termination of employment.

(b) 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 sixty (60) calendar days of the effective date of this Agreement, or within sixty (60) 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.

(c) The Union shall present the Employer with a certified check-off list along with proper authorization for check-off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Employer for any deduction made and paid over to the Union which may later be held to have not been authorized by the individual involved or which may constitute illegal deductions.

(d) The Union agrees that in the event of litigation against the Board or its representatives, arising out of the provision, the Union will defend and fully indemnify and hold harmless the Board, or its representatives, for any monetary award arising out of such litigation.

(e) If an employee who is absent on account of sickness, leave of absence, or for any other reason has no earnings due him for that period, no deduction shall be made. The Union will arrange collection of dues for that period directly with the employee.

(f) All deductions of Union dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Union.

(g) The Union agrees that it will treat all employees in the same manner with regard to the provisions contained within this Agreement, irrespective of Union membership.

(h) The Board shall deduct from the pay of each employee from whom it receives an authorization to do so the required amount of fees for Union dues and/or initiation fees. Such dues or fees, accompanied by a list of employees (including Social Security Numbers) from whom they have been deducted and the amount deducted from each, and 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. Such fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the International Union and Local 547, I.U.O.E. Each employee and the Union hereby authorize 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 for Local 547 of the International Union of Operating Engineers, AFL-CIO.

(i) The Employer and the Union agree any violation of Article XIII (No Strike) on behalf of the Union shall result in automatic termination of this Article I (Union Security and Dues Check-Off) for a period of eighteen (18) months from the date of such violation is admitted or such findings are made by the Board of Arbitration pursuant to the Grievance Procedure. The Employer may institute procedures to invoke the arbitration clause of this Agreement. A finding of violation by the Board of Arbitration shall automatically invoke this penalty. The eighteen (18) month period shall extend beyond the term of this Agreement or subsequent agreements and the subject shall not be bargainable by either party.

(j) Responsibility for signing an authorization card rests with the employee and the Local Union.

(k) The Employer agrees that upon the hiring of any new employees who are covered by the terms of this Agreement, the Employer shall notify the Chief Steward of the name and date of hiring of the new employee.

(l) 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 employee upon request.

ARTICLE II

NON-DISCRIMINATION

The Board 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 not to discriminate against any person or persons because of race, color, age, national origin, religion, sex, creed, weight, height and handicap or disability.

ARTICLE III

ADMINISTRATION RIGHTS

(a) The Employer, 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 right:

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
2. To hire all employees subject to the provisions of 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.

(b) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, 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 the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

(c) The parties agree that this Contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE IV

REPRESENTATION

(a) All employees who are covered by this Agreement shall be represented for the purpose of Grievance Procedure by Steward or Alternate Steward to be selected by the Union.

(b) If the Steward or Alternate Steward receives approval from the Employer to take time off from his regular job assignment for the purpose of investigating a grievance related to the Employer during his regular scheduled working hours, he shall be paid for such time not to exceed his regular scheduled earned rate, provided there is no disruption of normal school business activities.

(c) The names of the Steward and the Alternate Steward shall be given in writing to the Employer; no Steward or Alternate Steward shall function as such until the Employer has been advised of his selection in writing by the Officers of the Local Union. Any changes in Steward or Alternate Steward shall be reported to the Employer in writing as soon as possible.

(d) During his/her term of office, the Steward and Alternate Steward shall be deemed to head the seniority list for the purpose of lay-off and recall only, provided they are qualified to do the work. Upon termination of their term, they shall be returned to their regular seniority status.

(e) The Maintenance Supervisor shall be excluded from the bargaining unit as long as such employee remains in such supervisory capacity. In the event that such employee vacates his supervisory position, he shall be allowed to exercise his seniority and return to the bargaining unit.

(f) The Steward or Alternate Steward, when called upon by the Union or the employees to investigate complaints and/or handle grievances during their regular scheduled working hours, shall notify their immediate supervisor that they are to investigate a complaint or handle a grievance.

(g) No Steward or Alternate Steward shall leave a building during working hours without express permission of the immediate supervisor.

(h) The immediate supervisor shall grant the necessary time for such duties unless to do so would conflict with an immediate job or program then required.

ARTICLE V

VISITATION

After presentation of proper credentials to the Employer, Officers or accredited representatives of the Union may be admitted into the buildings of the School District to assist in the administration of the provisions of this Agreement, including the adjustment of grievances provided that such activity is not in areas of the building which would be detrimental to the management and function of the school, its students or its employees.

ARTICLE VI

SAFETY PRACTICES

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 as provided for and stipulated under State and Local regulations and under the Occupational Safety and Health Act. It shall be the responsibility of each employee to report any unsafe conditions to his/her supervisor immediately.

ARTICLE VII

JURISDICTION

Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement for the purpose of training employees who are covered by the terms of this Agreement, experimentation or in the case of emergency, or when bargaining unit members are not available when needed. This clause shall not limit the Maintenance Supervisor from performing bargaining unit work, which he has historically performed in the past.

The Employer reserves the right to use the services of persons whose positions are funded by the State, Federal, or Local Government or any of its agencies. These positions include, but are not limited to: co-op students, JTPA, Youth Corp, etc. Such persons shall not be covered by this Contract, but their use may require written compliance by the Union. Use of such temporary persons shall not reduce the present work force as of May 1st of each year.

ARTICLE VIII

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor shall the use of contracting or subcontracting 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 or subcontracting be used to avoid the performance of work covered under this Agreement.

ARTICLE IX

SENIORITY

Section 1

(a) New employees will be considered as probationary employees until they have been employed for seventy-five (75) days worked. After the completion of the seventy-five (75) days worked, the employee will be considered as a regular employee and his seniority will start as of his last date of hire. There shall be no seniority among probationary and temporary employees. A probationary or temporary employee may be disciplined or discharged by the Employer during the probationary period without recourse to the Grievance Procedure. Base pay for the probationary employee will begin on the ninety-first (91st) calendar day of employment.

(b) When an employee acquires seniority, his name shall be placed on the seniority lists. Up-to-date seniority lists shall be made available to all employees for their inspection, by posting where practical or by a satisfactory equivalent method, on or about July 1st of each year.

(c) Seniority shall be severed for the following reasons:

1. If the employee quits.
2. If the employee is discharged for cause.
3. If the employee is absent without properly notifying the Employer, unless a satisfactory reason is given.
4. If an employee fails to return to work within three (3) working days after being notified to report to work, and does not give a satisfactory reason.
5. If an employee is laid off for a continuous period equal to the seniority he has acquired at the time of such lay-off period or three (3) years, whichever is less.

(d) The bargaining unit seniority which was accumulative as of the date an employee is assigned to a supervisory position shall be retained for an employee who accepts a supervisory position dealing with classifications covered by this Agreement. Said employee shall have the right to exercise this seniority and return to an open position within the bargaining unit in the event he/she vacates said supervisory position.

(e) Laid off or discharged probationary employees shall not have recourse to the terms of this Agreement. Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled lay-off shall have the right to displace an employee with lesser seniority (meaning least seniority employee) in the same classification or the next lower wage classification. An employee's job which is eliminated shall have the same bumping rights as if being laid off.

(f) **Notice of Lay-Off**

In the event of lay-off, employees shall be given at least one (1) week notice of lay-off unless circumstances beyond the control of the Employer prevents its notice from being given.

(g) **Notice of Recall**

The Employer shall provide notice of recall by certified mail, return receipt requested, to the employee's last known address. It will be the employee's responsibility to keep an accurate, current mailing address on file with the Employer. Recalled employees shall be given a minimum of ten (10) calendar days to respond after receiving the notice. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time frame allowed, as set forth in the notice of recall, shall be presumed to have resigned and their name shall be removed from the seniority list.

Reduction of Hours:

In the event it becomes necessary for the Board to reduce the hours of any employee(s) below eight (8) hours per day or forty (40) hours per week, the lowest seniority employee shall have his/her hours reduced first (1st), 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.

ARTICLE X

VACANCIES AND PROMOTIONS

(a) Whenever the Employer determines that it will fill a vacancy or newly created position within the classifications covered by this Agreement, the Employer shall publicize the same by posting an appropriate notice in every school building within one (1) pay period from the date of vacancy, and the employee shall be given two (2) working days' time in which to make application to fill the vacancy or new position. Any persons within the classifications covered by this Agreement may apply for such vacancy in writing. The senior employee making application shall be transferred to fill the vacancy or new position provided he/she has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies to be filled are to be posted in the following manner; the type of work, the starting date, the rate of pay, the hours to be worked, the work location and the classification. Upon completion of the probationary period, the employees work location shall be considered permanent with the exception of a situation that may require a transfer to continue the efficient operation of the District.

(b) Any employee temporarily transferred from his classification to another classification within the bargaining unit shall be paid either the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher. The only exception to this shall be in the case of a lower classified employee NOT required to perform any of the normal job duties of the higher classification.

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

(d) The Employer shall have the right to secure the services of temporary employees to replace regular employees who are absent as a result of vacations, sickness, leave of absence of a duration of less than three (3) months, and other day-to-day absences, providing the temporary employees do not fill permanent positions.

(e) Promotions or transfers shall be made on the basis of the following:

1. Potential ability to perform the job.
2. Record of past performance during the previous twelve (12) month period.
3. If potential ability and past performance are equal, the most senior employee shall receive the promotion or transfer.
4. The Employer requires a prequalification to bid on a full-time Maintenance position of a trade license and/or certification.

(f) A newly transferred employee shall serve a probationary period of thirty (30) days in the open position at his current rate of pay. Upon satisfactory completion of the probationary period, he shall be paid the rate of pay of the new position retroactive to the date of transfer.

The employee may, at any time during the probationary period on the new job, return to his former position or in the event his work is not satisfactory to the Employer, the employee shall be returned to his former position. Unsatisfactory work to the Employer is based on at least one (1) formal evaluation.

The Employer may determine it necessary to extend the probationary period for an individual employee an additional thirty (30) days and shall notify the Union and the employee of this intent.

ARTICLE XI

NEW JOBS

(a) 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 he shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

(b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day time 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 (1st) began working in the classification, except as otherwise mutually agreed. In the case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the Grievance Procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time or as a result of final negotiations or upon resolving the matter through the Grievance Procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

ARTICLE XII

DISCIPLINE AND DISCHARGE

(a) The responsibility of discipline and/or discharge of employees is vested entirely in the Board. However, such discipline or discharge shall be only for just and stated causes, with the employee having the right to grieve such action. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action, but not limited to, are the following: drunkenness, dishonesty, attendance, drugs, insubordination, willful violation of known work rules, demonstrated lack of interest in or ability to perform assigned work or refusal to do assigned work.

The Employer shall exercise progressive disciplinary practices which may include a verbal warning, written warning, one (1) to three (3) day suspension, and three (3) to ten (10) day suspension, then possible discharge. In cases of a more serious offense, the Employer may waive some or all of the above steps.

(b) When the Employer determines that disciplinary action is warranted, such action must be initiated within ten (10) working days from the date it is reasonable to assume that the Employer became fully aware of the conditions giving rise to the discipline, and written notification shall be presented to the employee and the Union outlining the reason for such disciplinary action.

(c) Probationary employees shall not have recourse to the Grievance Procedure for any disciplinary action assessed them.

ARTICLE XIII

NO STRIKE PLEDGE

The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its Officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing, or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

ARTICLE XIV

LEAVES OF ABSENCE

Leaves of absence without pay may be granted for the following reasons:

(a) An employee who, because of any accident or illness, is unable to perform the essential functions of his or her job and who has exhausted all means of compensation from the Employer, shall be granted a leave of absence consistent with the provisions for family and medical leaves as otherwise set forth in this Agreement. The employee shall promptly notify the Employer of the necessity of the leave of absence and shall further provide the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. In the event that the employee is unable to return to work within the twelve (12) weeks allowed for family and medical leave, the employee shall be granted additional time off. However, total time off including paid time off, family and medical leave and additional time shall not exceed one (1) year.

(b) Leaves of absence shall be granted for the serious health condition of a member of the employee's immediate family which includes mother, father, husband, wife, son or daughter. The provisions of the leave of absence shall be governed by the provisions for family and medical leave as otherwise set forth in this Agreement. Eligibility for leave of absence for a brand new employee ONLY requires a minimum of one (1) year of continuous employment by the Board as a permanent employee dating from one (1) calendar year anniversary from date of hire.

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

(d) Whenever an employee shall become pregnant, she shall furnish the Employer with a statement from her physician indicating the approximate date of delivery and any restrictions on the nature of work that she may be able to do, and the length of time she may continue to work. When her physician would so indicate that she no longer can perform her normal duties, she shall immediately be granted a leave of absence. An employee shall return to work when her physician would so indicate in writing that she is physically able to resume her normal job duties.

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

(f) Leaves of absence will be granted to employees who are active in the National Guards, or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

(g) Any employee in the bargaining unit elected or appointed to full-time position or office in the Union, whose duties require his absence from work, shall be granted a leave of absence for the term of such office or position.

(h) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested with a copy sent to the Union.

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

(j) Other leaves of absence without pay may be granted by the Employer.

(k) All requests for extended leaves will be applied for and granted in writing. The employee must apply for the leave at least thirty (30) days prior to its commencement, except in the cases of emergency.

(l) Upon application by an employee, the Employer may grant a leave of absence.

(m) Any employee who does not give at least one (1) week written notice of return to work by the expiration date as set forth on his leave of absence notice, or does not receive an approved extension, or who accepts other employment while on leave from the Employer except as herein provided, will be considered to have terminated his employment.

(n) The above leaves may be extended upon written application of the employee with the approval in advance of the expiration date.

(o) Disposition of all requests for leaves of absence and extensions, thereof, shall be in writing.

(p) **Family and Medical Leave Act**

The Swan Valley Superintendent's Office shall be responsible for seeing that the following guidelines are followed:

1. All full-time/part-time employees will be granted a total of twelve (12) weeks of unpaid leave in a twelve (12) month period after twelve (12) months of service. The Employer agrees that this twelve (12) month period shall be the fiscal year (beginning July 1st). Certain kinds of paid leave may be substituted (see below). Leave must be granted for one or more of the following reasons:

- a. Because of childbirth to care for a child. The Employer can require that the leave be taken all at one time.
- b. Because of the placement of a child with the employee for adoption or foster care, within the first twelve (12) months of the placement. The Employer can require that the leave be taken all at one time.

- c. To care for a spouse, child, or parent who has a serious health condition. This leave may be taken intermittently or on a reduced time basis (e.g., by working fewer days in a week, or by working fewer hours in a day), but only if such a schedule is needed for medical reasons.
- d. Because of the employee's own serious health condition, where the employee is unable to perform his/her job. As with a family member's illness, this leave can be taken intermittently, or on a reduced time basis, if medically necessary to do so.

Serious health condition is defined as a health condition that involves:

- a. Inpatient care in a hospital, hospice, or residential medical care facility, or
- b. Continuing treatment by a health care provider.

2. Spouses employed by the same Employer are jointly entitled to a combined total of twelve (12) weeks of family leave. (For the care of a spouse or child with a serious health condition, or for the employee's own serious health condition, each employed spouse is entitled to a separate twelve [12] week limit.)

3. The Employer can require certification from a health care provider about the family member's condition, including a statement from the health care provider saying that the employee is needed to care for the family member, and an estimate of time needed.

4. The Employer can require certification from a health care provider about the employee's condition, including a statement from the health care provider that the employee is unable to perform the functions.

5. An employee taking leave to which he or she is entitled under the FMLA may substitute, at the employee's discretion, any paid leave earned under this Agreement for any unpaid FMLA leave taken by the employee. The Employer shall not require an employee to substitute any paid leave earned under this Agreement for unpaid leave taken under the FMLA without the consent of the employee, except as specified in Article XVII, Section 2, (c) and (d).

6. Family Medical Leave Act must be applied for in writing thirty (30) days in advance, except in cases of emergency. Supervisor's written approval shall be required, and notification must be sent to the Superintendent.

7. Employees shall have the right to return to the same position held, or to an equivalent position, and its employment benefits.

8. If the employee does return to work, the employee cannot have lost any benefits accrued before the leave, other than any vacation or sick leave that was used for the leave.

9. The Employer must continue providing health care coverage (e.g., medical, dental, vision, hearing, health care spending accounts) to the employee during the leave, on the same basis as if the person had been actively at work. But, if the employee does not return to work after the leave for reasons other than health conditions, or some other reason beyond the employee's control, the Employer is allowed to charge the employee retroactively for the full premium cost of the health care coverage for the entire leave time.

ARTICLE XV

GRIEVANCE PROCEDURE

1. Definition:

(a) A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.

(b) The primary purpose of the Procedures set forth in this Article is to secure at the lowest possible level equitable solutions to the problems which may arise relative to the application or operation of this Agreement.

(c) Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of these Procedures. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

(d) The following Grievance Procedure affords the sole and exclusive remedy for complaints and grievances under this Agreement.

(e) Failure of an aggrieved party to appeal a decision at any level within the specified time limits herein set forth shall be deemed as evidence of acceptance of the decision reached at that level.

(f) The term "days" when used in this Article shall mean working days, exclusive of holidays, Saturdays, and Sundays.

2. Procedure:

(a) An employee having a grievance shall take the matter up with the immediate supervisor, who shall attempt to adjust the matter consistent with the terms of this Agreement.

(b) Any employee may request his immediate supervisor to call his Steward to handle a specified grievance with his immediate supervisor. The supervisor will send for the Steward without undue delay and without further discussion of the grievance.

(c) Grievances which are not so settled shall be reduced to writing on appropriate forms, and signed by the aggrieved. The grievance shall specify what provision(s) of this Contract that is allegedly violated and the remedy requested.

Step One

(a) Grievance must be filed in writing within ten (10) working days from the date circumstances arose, or the employee should have known such circumstances existed.

(b) The Director of Maintenance will answer such grievance within five (5) working days from the date it was filed in writing, unless extended by mutual agreement in writing.

(c) The Steward and the Director of Maintenance shall attempt to settle the grievance.

(d) The Director of Maintenance shall write his disposition on all copies of the grievance form, and shall return it to the Steward within five (5) working days. It is agreed where references to days appears in this Article, that each twenty-four (24) hour period shall constitute a regularly scheduled working day. In no event shall a scheduled off day or days be computed where reference to hours appears in any of the Sections outlined in this Article.

(e) If additional time is deemed necessary to properly investigate matters relative to the grievance at any Step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer. Such answer shall be final if not appealed within five (5) working days.

Step Two

(a) If appealed, the grievance shall be presented to the Superintendent or his designated representative, who will arrange for a conference with a Business Representative of the Union in an attempt to settle the grievance.

(b) Said conference shall be held within ten (10) working days from the date of receipt of appeal and will be scheduled at a time mutually agreeable to both parties.

(c) The Superintendent or his designated representative shall answer such grievance in writing within ten (10) working days from the date of the conference unless extended by mutual agreement in writing.

Step Three

(a) Any appeal of a decision rendered by the Superintendent or his designated representative shall be presented to the Board within five (5) working days from the date of the decision by the Superintendent or his designated representative.

(b) The appeal shall be in writing and shall state the reason or reasons why the decision of the Superintendent or his designated representative was not satisfactory.

(c) Such grievance shall be placed on the agenda of a regular Board meeting and/or Executive Board meeting scheduled within a period of forty (40) days from the date of receipt of the appeal and the representatives of the Union shall be advised in writing as of the time and place of the meeting.

(d) The Board or its designated representative shall answer such grievance in writing within ten (10) working days from the date of conference unless extended by mutual agreement.

Step Four: Arbitration

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

(b) The selection of the Arbitrator and the rules governing the arbitration shall be according to the American Arbitration Association.

(c) The Arbitrator, the Union, or the Employer may call any employee as a witness in any arbitration hearing. Other persons may be used as witnesses by the parties as the need would warrant.

(d) Each party shall be responsible for the expenses of the witnesses that they may call.

(e) 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 the parties hereto.

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

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

(h) The Arbitrator's decision will be in writing and will set forth his finds of fact, reasoning and conclusions on the issues submitted. The Arbitrator will be without power or authority to make any decisions which requires the commission of any Act prohibited by law or which is violative of the terms of this Agreement. Arbitration of grievances arising from the language of this Agreement or an alleged breach thereof will be final and binding on all parties.

ARTICLE XVI

WORKING HOURS

Section 1: Work Week-Overtime

(a) For the purpose of computing overtime premium pay:

1. For the purpose of computing overtime premium pay, the regular working day is eight (8) consecutive hours exclusive of the unpaid lunch period, and the regular working week is forty (40) hours.
2. All hours worked by employees in excess of the normal work day or work week shall be paid at time and one-half (1-1/2) the regular straight time hourly rate. (Regular straight time to include longevity.)

(b) This provision shall not be construed as a guarantee of forty (40) hours per week or eight (8) hours per day for the employees covered by this Agreement.

(c) Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first (1st) four (4) hours worked per day and one (1) fifteen (15) minute rest period during the second (2nd) four (4) hours worked per day. Employees who abuse such rest periods may be subject to disciplinary action; such rest periods shall be scheduled by the Maintenance Supervisor.

(d) No employee will be required to take time off from their normal work schedule during the work week as a result of an employee having worked overtime hours, in order to avoid the payment of any overtime compensation by the Employer.

(e) If an outside group other than Thomas Township Recreation Department uses a building on a weekend, the District will continue to schedule overtime per the regular employees seniority list.

Section 2: Call Back

Whenever an employee is called back to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half (1-1/2) his regular rate of pay or a minimum of three (3) hours pay at his straight time hourly rate whichever is greater.

Section 3: Distribution of Overtime

Overtime shall be divided and rotated as equally as possible within the building and among those employees who regularly perform such work, provided they are qualified to perform such work. The Employer would require the lowest senior person of those capable of performing duties to work overtime if rotation fails. An overtime list shall be posted in each building for that particular building and kept up-to-date by the Director of Maintenance. An employee working overtime will be required to take a lunch break after four (4) hours of overtime work. A person's base school for overtime hours will be determined by the majority of hours worked at a particular building.

Section 4: Shift Differential

Employees who are regularly scheduled four (4) or more hours of work between the hours of 4:00 p.m. and 12:00 midnight will receive a shift differential of fifteen cents (\$.15) per hour for all hours worked that day. Employees who are regularly scheduled four (4) or more hours of work between 12:00 midnight and 7:00 a.m. shall receive a shift differential of twenty cents (\$.20) per hour for all hours worked that day. The shift differential will apply during the regular school year only.

Section 5: Wash-Up Time

All employees will be allowed up to five (5) minutes to wash up before the end of the work day.

Section 6: Scheduled School Days

In the event the administration believes Custodians should not report for work, Custodians will not report for work upon proper notification by their supervisor. In these cases, there shall be no loss of pay to the employees. Those employees that are required to work on such days shall be paid only for hours worked. Employees may utilize a personal day (if available) or a vacation day on such days. The Employer shall only require employees to work on such days when it is reasonable to assume that they can travel to work safely.

ARTICLE XVII

SICK LEAVE

Section 1: Sick Leave

(a) Sick leave is a form of insurance and not a form of compensation. The purpose of sick leave shall be to protect employees when they become ill.

(b) Each employee covered by this Agreement will be credited with one (1) day per month of active service accumulative to a total of one hundred twenty-five (125) days. The Employer shall furnish a written statement at the beginning of each fiscal year setting forth the total of sick leave credit.

An employee who uses two (2) or fewer sick days during a year shall be given one (1) extra vacation day. This will be based on a July 1st to June 30th year.

(c) The Superintendent or his designated representative, at their discretion, may request from any employee, where either excessive absenteeism or a prolonged illness is involved, a statement of health from a licensed physician designated by and paid for by the Employer.

(d) If an employee terminates his employment under any one (1) of the following circumstances:

1. Forced retirement, prior to the regular retirement age, for health reasons.
2. Voluntary retirement under the provisions of the State Retirement Act.
3. Death while in the employment of the Board.

he/shall receive twenty-five dollars (\$25.00) per day for half (1/2) their accumulated sick days in excess of sixty (60) if they have sixty (60) or more days accumulated, provided they have served the District for at least ten (10) years.

(e) An employee who willfully misrepresents the facts pertaining to an absence for the purpose of qualifying for sick leave benefits under the provisions of this Article, shall forfeit all benefits or rights accrued under the provisions of this Article, and such misrepresentations may constitute grounds for dismissal.

(f) If an employee is sick and cannot report for work, he or she must call the Director of Maintenance, or the Superintendent to notify them of their illness at least one and one-half (1-1/2) hours before their scheduled work day. If an employee fails to do this, he or she will forfeit their day's wages.

Section 2: Sick Leave Usage

(a) Employees shall be allowed four (4) days of absence, without loss of pay, in the event of death to a member of the immediate family. The immediate family, for the purpose of this Agreement, shall be defined as mother, father, husband, wife, son, daughter, or dependents, brother or sister. The employee must, however, attend the funeral.

(b) Employees shall be allowed two (2) days of absence, any additional days approved by the Superintendent or his designated representative, without loss of pay, to attend the funeral of an aunt, uncle, nephew, niece, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or the spouse of his child. The employee must, however, attend the funeral.

(c) Employees shall be allowed three (3) days of absence, without loss of pay, in the event of a critical illness in the employee's family.

(d) Employees shall be allowed one (1) day when emergency illness or injury in the immediate family requires the employee to make arrangements for necessary medical and nursing care.

Personal Business Days

Employees shall be allowed two (2) days for time necessary to conduct personal business of a critical nature which cannot, for specific reasons, be handled outside of regular school hours, and further, provided that suitable replacement can be obtained by the administration. Hunting, fishing, recreation, shopping, vacationing and social matters are not considered proper uses of this Article. The employee planning to use a personal leave day shall notify the Superintendent, or his designated representative, at least two (2) days in advance, except in cases of emergency. The employee may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days. If a personal business day is not used, it shall be added to the employee's accumulated sick leave.

ARTICLE XVIII

HOLIDAYS

(a) The following holidays shall be given off, without loss of pay, and subject to the conditions provided below:

Fourth of July	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Monday after Easter
Christmas Eve Day	Memorial Day
Christmas Day	
Day after Christmas	

(b) When a holiday falls on a Saturday or Sunday or on a day when student instruction is scheduled, the Employer shall have the right to observe the holiday of the preceding Friday or the following Monday, or on another day when student instruction is not scheduled.

(c) An employee who is required to work on any of the designated holidays, shall be paid time and one-half (1-1/2) the regular straight time hourly rate for all hours worked in addition to the regular pay. -

(d) The employee must be a permanent full-time employee as of the date of the holiday to qualify for holiday pay.

(e) Employees off sick on the holiday, the day before or after the holiday, may be required to submit medical proof of illness, paid for by the Employer to receive holiday pay.

(f) If an employee is on vacation on any of the above named holidays, he shall be entitled to an additional day off with pay for the holiday or he shall receive eight (8) hours pay for the holiday. An employee on sick leave on any of the above named holidays shall not have that day deducted from his accumulative sick leave.

(g) The employee must have worked the last scheduled work day prior to the holiday and the next scheduled work day after such holiday within the employee's scheduled work week to qualify for the holiday pay, with the exception of (e) above.

ARTICLE XIX

HOSPITALIZATION INSURANCE

(a) The Employer agrees to provide full family hospitalization insurance for all full-time employees subject to the terms of the carrier. Such coverage will be effective on the first (1st) day of the third (3rd) month following employment.

Plan A for employees needing health insurance

1. MEBS 3-Star L.A. Plan
2. Long Term Disability: Fifty percent (50%)
Plan I
60 CD-MF
\$1,000 Maximum
Mental/Nervous/and
Alcoholism/Drug
Two (2) Years
3. Delta Dental Plan: 80/80/60: \$1,000
50/50/60: \$1,000
4. Negotiated Life: \$50,000 (with AD&D rider)
5. Vision: VSP-2

Plan B for employees not needing health insurance

1. Delta Dental Plan: 80/80/60: \$1,000
50/50/60: \$1,000
2. Vision: VSP-3
3. Negotiated Life: \$50,000 (with AD&D rider)
4. Long Term Disability: Fifty percent (50%)
Same as Above.
5. Tax-Sheltered Annuity: \$155.00 per month

(b) The Employer's contribution towards the premium for hospitalization insurance will terminate as of the month following the employee's leave.

(c) An employee whose regular assignment is less than twelve (12) months must make the necessary arrangements for payment of the premium for insurance.

(d) When an employee does not have sufficient money due him after deductions have been made for Social Security, Federal and State Income Tax, or any other deductions authorized by the employee or required by law, the employee must make the necessary arrangements for payment of his portion of the premium for hospitalization insurance in the cases where an employee elects to take additional insurance coverage.

(e) Insurances may be bid or self-insured. However, coverage will be comparable to current programs.

ARTICLE XX

VACATIONS

(a) All vacations shall be scheduled and taken during the calendar year subject to the efficient operation of the school system and with approval of the Employer or its designated representative.

(b) All regular twelve (12) month full-time employees covered by this Agreement earn vacation each year which they can use starting July 1st through the next June 30th, according to the following schedule. Individuals during their first year of employment receive vacation on a prorated basis.

1.	After one (1) year-	Five (5) days paid
2.	After two (2) years-	Ten (10) days paid
3.	After three (3) years-	Eleven (11) days paid
4.	After four (4) years-	Twelve (12) days paid
5.	After five (5) years-	Fourteen (14) days paid
6.	After six (6) years-	Fifteen (15) days paid
7.	After seven (7) years-	Sixteen (16) days paid
8.	After eight (8) years-	Sixteen (16) days paid
9.	After nine (9) years-	Sixteen (16) days paid
10.	After ten (10) years-	Twenty (20) days paid
11.	After fifteen (15) years-	Twenty-two (22) days paid
12.	After twenty (20) years-	Twenty-five (25) days paid

(c) Vacation may be taken, with a minimum of half day increments, with the advance written approval of the person's supervisor. Any vacation earned but not used by June 30th is lost and shall not be paid off.

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

(e) Employees terminating employment or on a leave of absence shall receive pro-rated vacation allowance based upon one-twelfth (1/12th) of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date. To be eligible for prorated vacation pay, the employee must give the Employer at least eight (8) calendar days notice before terminating his job.

(f) A vacation may not be waived by an employee and extra pay received for work during that period. Vacation may not be accumulated from year to year.

ARTICLE XXI

JURY DUTY

A seniority employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Board in an amount equal to the difference between the amount of wages the employee otherwise would have earned by working straight time hours for the Board on that day and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expense for each days' juror's services). The obligation of the Board to pay the employee for jury duty is limited to a maximum of thirty (30) working days of any calendar year. In order to receive payment, the employee must give the Board prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The provisions of this paragraph are not applicable to an employee, who, without being summoned, volunteers for jury duty.

Employees shall report to their regular assignment when jury duty is one-half (1/2) day or less.

ARTICLE XXII

PART-TIME EMPLOYMENT

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

ARTICLE XXIII

WORK AND CLASSIFICATION

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

ARTICLE XXIV

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXV

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 an employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2

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

Section 3

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 4

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section 5

In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party, except the negotiating committee for each party shall consist of no more than five (5) persons of which a minimum of four (4) persons representing the Custodians must be members of the International Union of Operating Engineers, Local 547, AFL-CIO and a minimum of four (4) persons from either the School Board or the administrative staff of the Swan Valley School District representing the School District.

Section 6

School facilities will be available for Union meetings. The regular school policy application form shall be provided to the Union for its application for permission to use school property. This form must be approved by the Superintendent or Assistant Superintendent.

ARTICLE XXVI

TERMINATION AND MODIFICATION

- (a) This Agreement shall continue in full force and effect until **June 30, 2001**.
- (b) If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) days written notice prior to the current anniversary date of termination.

(c) If either party desires to modify or change this Agreement it shall, ninety (90) days prior to the termination date or subsequent anniversary date of termination, give written notice of amendment, in which event, the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms and conditions of this Agreement.

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, the International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if the Employer, addressed to the Swan Valley School District, 8380 O'Hern Road, Saginaw, Michigan 48609, or to any other address the Union or Employer may make available to each other.


(e) The effective date of this Agreement is July 1, 1998.

IN WITNESS WHEREOF:
executed.

the parties hereto have caused this instrument to be

SWAN VALLEY SCHOOL DISTRICT

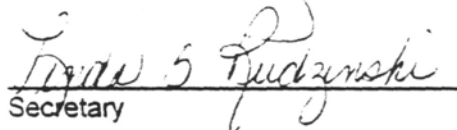
**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO**



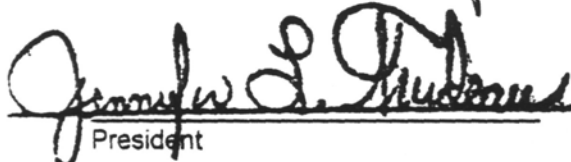
President



Business Manager



Secretary



President



Recording-Corresponding Secretary

LETTER OF UNDERSTANDING

This will serve to record and confirm our understanding that the following employees, upon termination of employment, pursuant to Article XVII(1)(d)(1., 2., 3.) shall receive payment of twenty-five dollars (\$25.00) per day for one-half (1/2) of all their accumulated sick leave days, provided they have accumulated over sixty (60) days, and have completed ten (10) years of service:

William Anderson
Kenneth Cichosz
Gail Halverson
Nancy Frost
Ricky Kennemer
Troy Linton
Joe Vasold