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4163

AGREEMENT

between

WESTWOOD HEIGHTS SCHOOLS BOARD OF EDUCATION

and

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

MAINTENANCE/CUSTODIAL EMPLOYEES

EMPLOYEES

Westwood Heights Schools

JULY 1, 1998 - JUNE 30, 2001

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AGREEMENT

between

Westwood Heights Schools, 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**".

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE II

UNION RECOGNITION, AGENCY SHOP AND CHECK-OFF

Section 1: Union Recognition

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all Head Custodians, Custodians, Housekeepers, Janitors, Maintenance, Groundskeeper and Snow Removal Employees as listed in "Appendix A".

Section 2: Agency Shop

A. It shall be a condition of employment that all employees of the Board covered by this Agreement:

1. Become members of the Union on or before the ninety-first (91st) calendar day following the effective date of the Agreement; on or before the ninety-first (91st) calendar day following the beginning of their employment with the Board; or

2. Execute an authorization for the deduction of a service fee equivalent to the monthly dues of the Union on or before the ninety-first (91st) calendar day following the effective date of this Agreement, or on or before the ninety-first (91st) calendar day following the beginning of their employment with the Board.

B. The Union agrees that it will treat all employees in the same manner with respect to the provisions contained within Section 2(A), of this Article.

C. In the event that the Union refuses to accept any employee hired by the Board as a member, said employee may continue employment for the School District.

D. Either party to this Agreement shall have the right to reopen negotiations pertaining to the provisions of this Article if provisions of this Article are deemed illegal under applicable laws by sending written notification to the other party thirty (30) calendar days from the date of such legal determination.

E. The Union agrees to indemnify the Employer against any and all claims, demands, suits or other forms of liability that shall arise out of action taken by or against the Board for the purpose of complying with the provisions of Article II, Section 2.

Section 3: Check-Off

A. The Employer agrees to deduct from the wages of employees covered by this Agreement all monthly dues, initiation fees and service fees of the Union and pay such amount deducted to the Union for the employees who so request such dues deductions provided, however, that the Union presents to the Employer authorization signed by such employees allowing such deductions and payments. The Union will notify the Employer thirty (30) calendar days prior to any change in such dues or fees.

B. A change in dues will not take place because of any temporary change in assignment or classification for an employee.

ARTICLE III

NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices, as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, color, religion, national origin, age and sex.

If an employee seeks redress in any other form, other than the Grievance Procedure incorporated into this Agreement, said employee forfeits the right to file a grievance or continuance of a grievance already in the procedure.

ARTICLE IV

VISITATION

After presentation of proper credentials to the Board's representative, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE V

STEWARDS

A. The employees will be represented by a Chief and an Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be known to the Board in writing.

B. Arrangements may be made to allow the Chief or Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings upon approval being granted by the immediate supervisor.

C. The Chief Steward shall be supplied the following information on a newly hired employee two (2) weeks prior to completion of the employee's probationary period: name, date of hire, classification, social security number, address, rate of pay and job location.

ARTICLE VI

SAFETY

The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their place of work. Employees are required to report any and all unsafe working conditions to their supervisor immediately.

ARTICLE VII

JURISDICTION

A. Persons not covered by the terms of this Agreement shall not perform work covered by this Agreement, except for the purposes of instructional training, experimentation, or in cases of emergency.

B. The Employer reserves the right to hire students on a co-op, work study or job training basis which is a part of our regular instructional program. Student labor will not be used to permanently replace or displace bargaining unit employees.

ARTICLE VIII

SENIORITY

A. A newly hired employee shall be on a probationary status for ninety (90) calendar days, taken from and including the first (1st) day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed during this period without appeal by the Union. Probationary employees who are absent on scheduled work days, or who serve their probationary period during the non-school period in which the job is not operative, shall work additional days equal to the number of days absent, or equal to the number of days the job was not operative, and such employee shall not have completed his/her probationary period until these additional days have been worked.

B. Substitutes shall receive no benefits. Part-time employees shall be on a probationary status for ninety (90) days. Upon completion of their probationary period, their seniority date shall be retroactive to their date of hire. Their benefits shall be on a pro-rata basis. A full-time employee is an employee who is normally scheduled to work a forty (40) hour work week.

C. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire. However, hence forth, it is mutually agreed that when two (2) or more members of the unit have identical dates of hire as per Section C of Article IX, that seniority shall be determined by their last name at date of hire by the alphabet, starting with letter A. Substitutes or length of service with the district will be considered for preferential hire.

D. Employees shall be laid off and recalled according to their seniority within their classification. An employee on scheduled lay-off shall have the right to displace the least seniority employee in a lower series classification, provided the senior employee is qualified to hold the position held by the lesser seniority employee. In the event that the Board determines to reduce the number of employees through the lay-off procedure, the affected employee or employees shall be given a minimum of two (2) weeks written notice whenever possible, prior to the date that the scheduled lay-off or lay-offs are to be effective.

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

1. He/She resigns.
2. He/She is discharged for cause, and the discharge is not reversed through the Grievance Procedure.
3. Retirement.
4. Absent three (3) consecutive working days without notifying the Employer and/or without good and sufficient reason for notifying the Employer.

F. Seniority shall continue to accumulate within the bargaining unit for an employee who transfers 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 the employee vacates such supervisory position.

G. An agreed to seniority list shall be made available to the Chief Steward and the Union on or about July 1st of each year. Such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of hire.

H. A laid off employee will be called in first (1st) for subbing, at their prevailing rate.

I. A custodian, other than the one or ones working in the building, will be hired when the building is in use by an outside source.

ARTICLE IX

TRANSFERS AND PROMOTIONAL PROCEDURE

A. Notice of all vacancies and newly created positions shall be sent to each employee within one (1) pay period from date of vacancy, and the employee 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, and shall be given a thirty (30) day trial period provided he/she has the necessary qualifications to perform the duties of the job involved. The employee may return or be returned to his/her former position within the thirty (30) day trial period. Upon successful completion of the trial period, the employee's seniority is transferred to the new position. Newly created positions or vacancies are to be listed in the following manner: the type of work, the place of work, the rate of pay, the hours to be worked and the classification.

B. Any employee temporarily transferred from his/her classification to another classification within the bargaining unit shall be paid either 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.

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

ARTICLE X

NEW JOBS

A. The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The Board shall notify the Union in writing when a new job or classification is required during the term of this Agreement. In the event that the new job or classification cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect the new job or classification and a rate of pay for the job in question, and shall designate the classification and rate of pay as temporary. The Board shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such jobs.

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 period, but not thereafter during the life of this Agreement, the Union may request in writing to the Board to negotiate the rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first (1st) began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the rate of pay or the classification, the issue may be submitted to arbitration. The arbitrator shall render his/her decision based solely on the final position of either of the parties. 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 arbitration, the new classification shall be added to and become a part of this Agreement.

ARTICLE XI

DISCIPLINE AND DISCHARGE

A. When the Employer feels disciplinary action is warranted, such action must be initiated within ten (10) working days from the date of the occurrence of the condition giving rise to the action, or within ten (10) working days of the date it is reasonable to assume that the Employer became fully aware of the conditions giving rise to the discipline.

B. Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, with the employee having the right to defend themselves against any and all charges. Written notifications of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination or willful violation of agreed upon rules.

C. Verbal reprimands shall be removed from employee files after twenty-four (24) months; written reprimands shall be removed from employee files after thirty-three (33) months; suspensions shall be removed from employee files after forty-two (42) months.

ARTICLE XII

LEAVES OF ABSENCE

A. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work, and has exhausted all means of allowable compensation from the Board, shall be granted a leave of absence up to one (1) year, which may be extended upon approval by the Board of Education, provided that the employee notifies the Board of the necessity therefore and therefore provided further, that the employee supplies the Board with a statement from a medical or osteopathic doctor of the necessity and length of time for such leave of absence, and for the continuation of such absence when the same is requested by the Board.

B. 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.

C. Leaves of absence shall be granted for physical or mental illness, prolonged serious illness in the employee's immediate family, which includes husband, wife, children or parents living in the same household, not to exceed thirty (30) working days.

D. Whenever an employee shall become pregnant, she shall by the end of her fourth (4th) month furnish the Board with a statement from her physician indicating the approximate date of delivery and restrictions on the nature of work that she may be able to do and the length of time she may continue to work. When she is required to interrupt her employment upon the advice of her physician, who indicates that she cannot totally perform the duties of the job, she shall immediately be placed on a leave of absence. Upon her return to work, she will be required to furnish the Board a signed medical statement from her physician indicating that she is physically able to return to work. At the discretion of the Board, the employee may be required to submit to a physical examination by the Board's selected physician.

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 Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for emergency reasons, providing such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty, providing such call-up is not the result of the employee having failed to perform his or her required service obligation.

G. Any employee in the bargaining unit who is either elected or appointed to full-time office or position in the Union, whose duties require his/her absence from work, shall be granted a leave of absence for up to one (1) 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 of the request to be maintained by the Board, a copy furnished to the employee and a copy sent to the Union.

I. Leaves of absence granted shall be without pay and fringe benefits, and the employee shall accumulate seniority during the leave of absence and shall be entitled to resume his/her regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.

J. **Family & Medical Leave Act**

Employees will be allowed to take up to twelve (12) weeks leave under provisions of the Family and Medical Leave Act of 1993. The employee may choose to take the total time as unpaid leave, or the employee may use sick or personal days for this leave. However, the leave will be unpaid once sick or personal days have been exhausted. The employee's health, dental, vision and life insurances will remain intact during the leave. Upon return from the leave, the employee is entitled to the same position he/she held before the leave.

Leaves under the Family and Medical Leave Act include:

1. The birth of a son or daughter and/or in order to care for the child (the right to this expires twelve [12] months after the birth);
2. The employee's adoption of a son or daughter or the placement of a foster child in the employee's home (the right to this expires twelve [12] months after the placement);

3. To care for a spouse, son, daughter, or parent of employee, if the relative has a serious health condition;

4. The serious health condition of the employee.

The Board will develop a form to apply for leave and may require documentation to substantiate the application.

Nothing in this Section prohibits an employee from taking other leaves of absence as provided in other Sections of this Contract.

ARTICLE XIII

GRIEVANCE PROCEDURE

Definitions:

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

B. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.

C. The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.

D. A grievance concerning alleged safety hazards may be processed directly to Step Four (4) of the Grievance Procedure upon the grievance being discussed with the immediate supervisor prior to the grievance being submitted in writing to Step Four (4) of the Grievance Procedure.

E. Any grievance which is not appealed within the specified time limits set forth in that Step level shall be considered settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of that Step level, the appealing party may automatically appeal the grievance to the next Step level of the Grievance Procedure.

F. Any employee or Union grievance not presented for in writing in Step One(B) of the Grievance Procedure, for disposition through the Grievance Procedure, within five (5) working days of the date it is reasonable to assume that the employee or the Union, as the case may be, first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not thereafter be considered a grievance under this Agreement.

Step One

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

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

Step Two

A. The Chief Steward shall meet with the immediate supervisor and the grievant to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.

B. The immediate supervisor shall give his/her decision in writing relative to the grievance within five (5) working days of his/her meeting with the Chief Steward and the grievant.

Step Three

A. Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Board's designated representative within five (5) working days from the date of receipt of the decision rendered by the immediate supervisor, and the Board's designated representative shall meet with the Chief Steward and the grievant within five (5) working days from the date of receipt of the appeal at Step Two.

B. The Board's designated representative shall give his/her decision in writing relative to the grievance within five (5) working days from the date of the meeting with the Chief Steward and the grievant.

Step Four

A. Any appeal of a decision rendered by the Board's designated representative shall be presented in writing to the Superintendent of Schools within five (5) working days from the date of receipt of the decision rendered by the Board's designated representative, and the Superintendent of Schools or his designee shall meet with a Business Representative of the Union at a time mutually agreeable to them.

B. The Superintendent of Schools or his designee shall give his/her decision in writing relative to the grievance within five (5) working days of the date 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 in writing to the Board of Education within five (5) working days of the date of the receipt of the decision rendered by the Superintendent of Schools, and a committee designated by the Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to them.

B. A committee designated by the Board of Education shall give their decision in writing relative to the grievance within ten (10) working days of the date of their meeting with the Business Representative of the Union.

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 answer given by the Board of Education, the grievance may be submitted to arbitration.

B. The appealing party shall notify the Michigan Employment Relations Commission to submit a list of arbitrators to both parties. The rules of the American Arbitration Association shall govern the proceedings.

C. Neither party shall be permitted to assert in any arbitration hearing any ground, or to rely on any evidence not previously disclosed to the other party at any of the preceding Step levels.

D. The arbitrator, the Union or the Board may call any relative person as a witness in any arbitration hearing.

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

F. 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 unless otherwise specified, or to substitute his/her discretion for that of the parties hereto.

G. The filing fees and expenses of the arbitrator shall be shared equally by the parties.

H. 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.

I. The decision of the arbitrator shall be final, conclusive and binding upon all employees and the Board and the Union.

ARTICLE XIV

HOURS AND WORK WEEK

Section 1

A. The regularly scheduled work week shall consist of forty (40) hours, beginning at 12:01 a.m., Monday or Tuesday and ending one hundred twenty (120) hours thereafter.

B. The normal work day shall be up to eight (8) consecutive hours, unless the change is mutually agreed upon by both parties.

C. The Employer reserves the right to change the work schedule, routine, order of rooms cleaned, etc., whenever necessary. The Union reserves the right to challenge the necessity of the change.

Section 2: Overtime Rates Will be Paid as Follows:

A. 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 and all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.

B. Double time (2X) will be paid for all hours worked on Sunday, providing such hours are overtime.

C. Holidays which are paid for but not worked shall be counted as hours worked in computing all overtime payments.

D. An employee shall not be required to take time off his/her normal work schedule to avoid the paying of overtime.

E. All overtime must be authorized by a designated representative of the Board.

F. The employee must have his/her card signed by the Board's designated representative on all overtime.

Section 3: Reporting Pay

Any employee called to work or permitted to come to work without being notified by the Board that there will be no work, or who has not been notified that there is less work than they are regularly scheduled to work, shall receive two (2) hours pay, or if the employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive their regular daily rate of pay.

Section 4: Call Back

Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours, he/she shall receive: (A) the pay for the actual hours worked at the proper rate of pay; (B) a minimum of two (2) hours pay at his/her straight time hourly rate if the call back assignment entails less than sixty (60) minutes of labor; or (C) a minimum of four (4) hours pay at his/her straight time hourly rate if the call back assignment entails more than sixty (60) minutes of labor; whichever (A, B, or C) is greater.

No employee shall receive call back pay unless the call back was authorized by a designated representative of the Board.

Section 5: Distribution of Overtime

Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work, provided they are qualified to perform such work. If no employee in the building accepts the overtime, the overtime will be offered to the custodians on a district-wide basis, by seniority. When an employee is scheduled to work overtime on weekends, holidays, spring breaks, or school elections, the Employer shall pay a minimum of four (4) hours pay at the appropriate overtime rate. The outside source shall pay the school.

Section 6: Shift Differential

Afternoon and night shift employees shall receive a one-half (1/2) hour paid lunch period.

Section 7: Rest Periods

All employees covered by this Agreement who work an eight (8) hour day shall receive one (1) fifteen (15) minute rest period during the first (1st) four (4) hours of the day and one (1) fifteen (15) minute rest period during the second (2nd) four (4) hours of the work day.

Section 8: Working Conditions

- A. Time clocks will be used by all employees covered in this Agreement.
- B. Employees covered under this Agreement will punch out and in during lunch hour if they leave the building.
- C. Building Engineers may be called when there are emergencies in their buildings.
- D. Hours worked and other pertinent data will be placed on the check stub.
- E. The Building Principal will meet each month with the Building Engineer to discuss building needs.

ARTICLE XV

SICK LEAVE

Section 1: Sick Leave

- A. Each employee shall be allowed ten (10) sick days per fiscal year to an unlimited accumulation of sick leave days. Employees who have served five (5) years of continuous employment shall receive one (1) leave day per month to commence July 1st of the sixth (6th) year. The Board of Education may ask for a doctor's verification for extended sick leave. A doctor of mutual acceptance will be appointed.
- B. All sick leave days shall be considered whole days unless previous arrangements are made with the Board's designated representative. Leaving work early does not constitute a sick leave day.
- C. New employees will qualify for sick leave days after ninety (90) calendar days and will consist of one (1) sick leave day per each full calendar month worked for the remainder of the employee's first (1st) fiscal year.

D. Records of sick leave days accumulated and taken shall be available to the employee.

E. Upon retirement, all unused accumulated sick leave days will be paid to the employee at the rate of seventeen dollars fifty cents (\$17.50) per day.

Section 2: Funeral Leave

A. A maximum of three (3) days per event, not chargeable against accrued sick time, may be taken for a death in the immediate family to include a legal dependent of the employee and/or spouse, child, parent, parent-in-law, sibling, grandparent, in-laws, step-family or grandchild.

B. One (1) day chargeable against accrued sick leave may be taken to attend the funeral of a close friend or relative.

C. Up to two (2) additional work days charged against accrued sick leave may be granted upon approval by the Maintenance Supervisor.

Section 3: Personal Business Days

Employees may request two (2) days of their sick leave allowance to be used for personal leave. The request for sick leave must be made three (3) days in advance of the date requested and is subject to the approval of the Board's designated representative. The purpose of this leave is to transact business which cannot normally be handled at any other time. All requests for personal leave days must be made in writing on the form provided by the Board, except in the case of emergencies, and in these cases the three (3) day notice provision can be waived at the discretion of the Superintendent or his designated representative.

The days immediately preceding or immediately following a legal holiday or school recess period, such as Christmas and Memorial Day, or the first (1st) and last day of school, cannot be granted as personal leave days.

ARTICLE XVI

HOLIDAYS

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

**New Year's Eve Day
New Year's Day
Labor Day
Good Friday
Thanksgiving Day
Memorial Day
Day After Thanksgiving
July Fourth
Christmas Eve Day
Christmas Day
Easter Monday*
Martin Luther King, Jr.'s Birthday**

* Shall be a paid holiday if school is not in session on that day.

B. Employees required to work on any of the above named holidays shall receive time and one-half (1-1/2) for hours worked in addition to their regular holiday pay. This holiday pay will be based on his/her regular daily rate.

C. If an employee is on vacation on any of the above-named holidays, he/she shall be entitled to an additional vacation day with pay for the holiday.

D. Any employee not on vacation must work the day before the holiday and the day after in order to be paid for the holiday, unless he/she is on excused absence.

ARTICLE XVII

VACATIONS

A. Twelve (12) month custodial employees shall be granted the following vacation periods:

One (1) week vacation after one (1) year
Two (2) weeks vacation after two (2) years
Three (3) weeks vacation after three (3) years
Four (4) weeks vacation after ten (10) years

For Employees Hired On or After July 1, 1994 ONLY:

- One (1) week vacation after one (1) year
- Two (2) weeks vacation after three (3) years
- Three (3) weeks vacation after eight (8) years
- Four (4) weeks vacation after fifteen (15) years

B. A newly hired employee shall receive prorated vacation allowance during his/her first (1st) school year which is earned from his/her date of hire until the first (1st) day of July following his/her date of hire. Every year thereafter, he/she shall earn his/her vacation time from July 1st until June 30th of each year. All employees shall earn their vacation time as of July 1st of each year. Employees hired between July 1st and December 30th may count their first (1st) school year when earning additional weeks of vacation. Employees hired between January 1st and June 30th may not count their first (1st) school year when qualifying for additional weeks of vacation.

C. Vacation periods shall be coordinated with the Assistant Superintendent. Employees with five (5) or more years seniority may be allowed to take up to one (1) week's vacation during the regular school year. All requests for time off must be approved.

D. The normal vacation time will be from June 15th to August 15th. Vacations at any other time must be cleared by the Assistant Superintendent.

E. Any employee released for cause or who leaves without giving one (1) week notice shall not be eligible for vacation days, and all fringe benefits will cease as of the date notice is given.

ARTICLE XVIII

INSURANCE PROTECTION

The Board agrees to furnish all employees covered under this Agreement the following insurance protection:

Section 1: Hospitalization Insurance

Hospitalization Program - It is understood between the parties, that effective September 1, 1988 MEBS BLUE CROSS/BLUE SHIELD GALAXY FOUR (4) STAR MEDICAL PLAN will be instituted with a fifty-cents (\$.50) co-pay drug rider, or instead, the employee may receive wage continuation benefits beginning with the eighth (8th) day, and long term disability.

It is further understood between the parties, that employees not eligible for health insurance coverage under the provisions of the Collective Bargaining Agreement, would still be eligible for district paid MEBS Group Term Life Insurance in the amount of five thousand dollars (\$5,000.00), which is the amount of such Group Term Life Insurance incidental to the MEBS BLUE CROSS/BLUE SHIELD GALAXY FOUR (4) STAR MEDICAL PLAN.

The Board of Education shall pay the full cost of the above referenced plan for the employee and their dependents.

Section 2: Life Insurance

The Board of Education will provide thirty thousand dollars (\$30,000.00) Life Insurance Accidental Death and Dismemberment.

Section 3: Equivalent Benefits

An employee not taking hospitalization insurance will receive a maximum of:

Twenty-seven dollars (\$27.00) in the 1988-1989 school year per month to be used for any Life Insurance and wage continuation program which is available through the Board. The Board shall pay the full premium for short term insurance when the employee reaches the age of sixty-five (65).

Section 4: Dental Insurance

The Board of Education shall provide for all employees and their dependents a Delta Dental Care Plan that will cover not less than eighty percent (80%) of Class I, eighty percent (80%) of Class II, and eighty percent (80%) of Class III benefits up to a maximum of one thousand dollars (\$1,000.00) per person in Classes I and II, and eight hundred dollars (\$800.00) per person per lifetime in Class III. This coverage excludes internal and external coordination of benefits. This provision is not applicable when employee and dependents have a dental coverage through another Employer.

Section 5: Vision Insurance

The Board of Education will provide to all employees covered by this Agreement free family M.E.S.S.A. Vision Plan A or the equivalent.

Section 6: Long Term Disability

The Board of Education will provide to all employees covered by this Agreement a long term disability insurance coverage of sixty-six and two-thirds percent (66-2/3%) of their weekly pay.

ARTICLE XIX

MISCELLANEOUS

Section 1: Strikes and Lockouts

The Union and the Board subscribe to the principle that differences shall be resolved in good faith by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees not to honor, encourage or promote the actions of strikes, work stoppages or other refusals to perform work by employees covered by this Agreement.

Section 2: Management Rights

The Board hereby retains and reserves unto itself 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. It is further recognized that the exercises of said powers, rights, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with said Constitution and laws.

Section 3: Tax Sheltered Annuities

The Board agrees to deduct the premium for variable tax deferred annuities solely paid for by the employee, and to remit such premiums to the Board designated insurance company.

Section 4: Deductions

The Board agrees to make available to all of the employees covered by this Agreement any payroll deductions which are available through the school district.

Section 5: Parking

Adequate parking facilities will be provided for the employees covered by this Agreement within the reasonable proximity of their building.

Section 6: Telephone Facilities

Telephone facilities shall be made available to all of the employees covered by this Agreement for emergency use.

Section 7: Continuing Education

The Board agrees to pay the expenses for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course or other job related training which is of such a nature specifically designed to provide on-the-job improvement.

Section 8: Physical Examinations and TB Tests

All new employees to the school system will be required to have a complete physical examination and TB test prior to final approval for hiring. Employees of the district shall be required to have a TB test every year after their initial employment. The deadline date for completing this requirement shall be November 15th of each year. At the option of the Board, additional physical and psychiatric examinations may be required at any time by a physician of the employee's choice and at the expense of the Board.

Section 9: Inclement Weather Day

A. Grant employees paid time off while school is closed due to weather, electrical or mechanical failure, etc., unless deemed an emergency by the administration. Board policy shall be concerned with each building being protected; non-essential work shall not be a consideration.

B. Night shift workers are to automatically report to work on the day shift, but shall not report to work earlier than eight (8) hours from the conclusion of their previous shift working hours.

C. Notification of the night shift employee shall be the responsibility of the employee's Building Engineer.

Section 10: Mileage

Employees who are required to use their own personal vehicle for carrying out their responsibilities for the Board shall be reimbursed for their mileage at the regular rate and procedure as established by Board policy.

Section 11: Retirement Fund

The Board agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement Fund on the gross wages for each employee covered by this Agreement.

Section 12: Special Projects

Work, essentially special projects, for which volunteers initiate and carry out, shall be outside the scope of this Agreement. These projects shall not be used to reduce or displace the number of employees in the work unit or their normal work hours.

Section 13: Educational Conferences

Approved visitation at other schools or for approved attendance at educational conferences or conventions shall be granted with pay by the Board.

Section 14: Unit Meetings

The Union shall be allowed to schedule up to two (2) Unit Meetings per year during normal working hours with no loss of pay to Unit members (each meeting not to exceed two [2] hours).

ARTICLE XX

JURY DUTY

A. Leaves of absence with pay not chargeable against the sick leave allowance shall be granted for the following reasons:

1. Absence when an employee is called for jury service. The Board shall pay an amount equal to the difference between the employee's salary and the daily jury duty fee paid by the court, up to a limit of sixty (60) days per year. The sixty (60) day limit shall not apply in the event the same trial extends beyond sixty (60) days.

2. Court appearances as witnesses when required by the Board of Education.

ARTICLE XXI

CLASSIFICATION AND COMPENSATION

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

ARTICLE XXII

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXIII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2

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

Section 3

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

ARTICLE XXIV

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 any 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 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 - A, B, C, E, H - AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219 and if to the Employer, addressed to Westwood Heights Schools, 3484 North Jennings Road, Flint, Michigan 48504, or to any other such address the Union or the Employer may make available to each other.

E. The effective date of this Agreement is **July 1, 1998**.

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

**WESTWOOD HEIGHTS
SCHOOL DISTRICT**


Board President


Chairperson
Board Negotiating Committee


Superintendent of Schools

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


President


Business Manager


Recording-Corresponding Secretary

APPENDIX A
SALARY SCHEDULE

<u>Classification</u>	<u>7/01/98</u>
Maintenance I	\$13.94
Groundskeeper/Snow Removal/ Bus Maintenance	\$13.10
Building Engineer, High School	\$12.53
Building Engineer, Middle School and Westwood Elementary	\$12.44
Building Engineer, Elementary	\$12.29
Custodian and Lunch Truck Driver	\$12.01

A newly hired employee shall be paid fifty cents (\$.50) per hour less than the specified base rate of pay for the first (1st) three (3) months of employment. Upon completion of the first (1st) three (3) months of employment, the newly hired employee shall be paid the base rate of pay unless the Board and the Union mutually agree to an extension. Such extension shall not exceed another three (3) months of employment.

For the 1999-2000 school year, each classification on the Salary Schedule shall be increased at the same percentage increase as the percentage in the State of Michigan Foundation Funding Formula; however, in no event less than two percent (2%), nor more than three percent (3%).

For the 2000-2001 school year, each classification on the Salary Schedule shall be increased at the same percentage increase as the percentage in the State of Michigan Foundation Funding Formula; however, in no event less than two percent (2%), nor more than three percent (3%).

Annual Longevity Pay

An annual longevity pay shall be paid to all bargaining unit members the first (1st) pay period of every December with the following seniority:

Twenty (20) years or more	\$500.00
Fifteen (15) to nineteen (19) years	\$400.00
Ten (10) to fourteen (14) years	\$300.00
Five (5) to nine (9) years	\$200.00

For Employees Hired On or After July 1, 1994 ONLY:

Twenty (20) years or more	\$400.00
Fifteen (15) to nineteen (19) years	\$300.00
Ten (10) to fourteen (14) years	\$200.00