

1200

6/30/98

AGREEMENT

between

THE EAST JACKSON COMMUNITY SCHOOLS

and

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

Maintenance/Custodial Unit

July 1, 1994 - June 30, 1998

East Jackson Community Schools



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ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board 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, CHECK OFF

Section 1. Union Recognition

(a) The Board hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

(b) The term "employees", for purposes of this Agreement, shall include those persons classified as Automotive Mechanic, Maintenance Grade I, Maintenance Grade II, Head Day Custodian, Custodian and Utility Person.

Supervisors, substitutes, seasonal employees, administrative employees and all other employees of the Board are specifically excluded from this bargaining unit.

Section 2. Agency Shop

(a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within ninety (90) calendar days of the effective date of this Agreement, or within ninety (90) calendar days of their date of hire by the Board, whichever is later, become members, or in the alternative, shall within ninety (90) calendar days of their date of hire by the Board, as a condition of employment, pay to the Union a service fee in an amount established through its procedures.

(b) The payroll deduction of dues and service fees is required as a condition of this Agreement. The Board shall, accordingly, payroll deduct dues and service fees pursuant to the authority set forth in MCLA 408.477.

(c) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(d) Either party to the Agreement shall have the right to reopen negotiations pertaining to Agency Shop when the laws applicable thereto have been changed by giving the other party thirty (30) calendar days written notice.

(e) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.

(f) The Board agrees that upon hiring any new employees who are not members of the Union, the Board shall send a letter advising the Union of the name and date of hiring of the new employees.

(g) The Union agrees to indemnify and save the Board harmless against all lawsuits or court actions or to further save the Board harmless against any matters which are contested in an administrative agency as a result of action taken or not taken by the Board in complying with this Article.

Section 3. Check Off

(a) The Board shall deduct the Union dues or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that month in which said deductions were made, together with a listing of each employee, with the amount that is deducted each month, and the employee's Social Security Number.

(b) Such dues, as and when deducted, shall be kept separate from the Board's general funds, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

ARTICLE III

NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State, and local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

ARTICLE IV

MANAGEMENT RIGHTS

(a) It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished by the Board, shall continue to vest exclusively on and be exercised exclusively by the Board without prior negotiations with the Union as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, subject to the express provisions of this Agreement, the right to:

(1) Manage and control its business, its equipment, and its operations and to direct the working force and affairs of the school district.

(2) Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business or school hours or days.

(3) The right to direct the working force, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work duties to employees, determine the size of the work force and to lay-off employees, but not in conflict with the provisions of this Agreement.

(4) Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation and the institution of new and/or improved methods or changes therein.

(5) Adopt reasonable rules and regulations which shall be made known in writing to the employees.

(6) Determine the qualifications of employees, including physical condition.

(7) Determine the number and locations or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

(8) Determine the placement of operations, services, maintenance, or distribution of work, and the source of materials and supplies.

(9) Determine the financial policies; including all accounting procedures and all matters pertaining to public relations.

(10) Determine the size of the management organization, its functions, authority, and amount of supervision, provided that the Board shall not abridge any rights of the employee as specifically provided for in this Agreement.

(11) Determine the policy affecting the selection, testing, or training of employees, provided that such selection shall be based upon lawful criteria.

(b) All rights, powers, and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Board.

(c) The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiation between the parties during the term of this Agreement, except as specifically provided for in this Agreement.

ARTICLE V

VISITATION

Upon request by the Union, and the presentation of proper credentials, Officers or accredited representatives of the Union shall be admitted onto the Board's premises 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 visitation shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE VI

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 furnished by the Union to the Board.

(b) Reasonable 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, after arrangements have been made with their supervisor.

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

The Union agrees to indemnify and save the Board harmless against all lawsuits or court actions or to further save the Board harmless against any matters which are contested in an administrative agency as a result of action taken or not taken by the Board in complying with this Section.

ARTICLE VII

SAFETY PRACTICES

(a) 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 places of work.

(b) The employee will inform the Board of any such job hazard as soon as the employee first (1st) becomes aware of such unsafe areas, conditions, or equipment. The employee will exercise reasonable safety precautions in the pursuit of their duties and correct hazardous and unsafe conditions occurring within the realm of their responsibility and capability. The Board, upon notification of an alleged unsafe condition, shall investigate the condition, and shall make adjustments in such condition if, in the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee

ARTICLE VIII

JURISDICTION

Employees of the Board not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimentation, or in cases of emergency.

ARTICLE IX

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Board. 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 X

SENIORITY

(a) A newly hired employee shall be on a probationary status for ninety (90) working days, taken from and including the first (1st) day of employment; thirty (30) working days of which must be served during the regular school year, while students are in attendance.

If at any time prior to the completion of the above-mentioned probationary period the employee's work performance is unsatisfactory, the employee may be dismissed at the discretion of the Board. Any such dismissal shall not be subject to the Grievance Procedure, including arbitration. Probationary employees who are absent during the first (1st) ninety (90) working days of employment (or the thirty [30] day period during the school year) shall work additional days equal to the number of days absent, and such employee shall not have completed their probationary period until these additional days have been worked.

(b) A new employee assigned to or a current employee promoted to classification #1, 2, 3, 4, 5, 6 or 7 shall serve on a probationary status for ninety (90) working days in that classification. If at any time prior to the completion of the ninety (90) working day probationary period the employee's work performance is unsatisfactory, the new employee may be dismissed or the current employee returned to his/her previous position by the Board during this period without appeal by the Union. Absence during the probationary period will be handled in the same manner as in (a) above.

(c) After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.

(d) Employees shall be laid off, recalled, or demoted according to their seniority within the school system by classification. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee in another classification, provided the senior employee meets the established qualifications and demonstrates the ability to perform the duties of the job involved.

(e) An employee will lose their seniority for the following reasons:

(1) The employee resigns;

(2) The employee is discharged for cause, and such discharge is not reversed through the Grievance Procedure;

(3) The employee retires.

(f) Seniority shall continue to accumulate within the bargaining unit for an employee who is transferred to a supervisory position, with that employee having the right to exercise their seniority and return to the bargaining unit in the event that the employee vacates their supervisory position.

(g) An agreed-to seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain each employee's name, date of hire, employee's location, and classification. Seniority in classification shall be as of date of entry into the classification.

ARTICLE XI

VACANCIES AND NEWLY CREATED POSITIONS

Section 1. Vacancies

(a) A "vacancy" shall be defined as an opening in an existing position within the bargaining unit which the Board intends to fill, or a newly created position within the bargaining unit.

(b) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided the employee has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work; the starting date; the rate of pay; the hours to be worked, and; the classification. Employees accepting a job posting position or hired after July 1, 1984, may be transferred to another work location to meet the needs of the district.

Section 2. Transfers

(a) Any employee in the bargaining unit who is temporarily transferred from their classification to another classification 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.

(b) Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar days, the position then is considered an open position and posted for bidding from interested employees. Employees may not refuse a transfer, temporary or permanent, and may be transferred to another work location to meet the needs of the district.

ARTICLE XII

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, the Board shall place into effect a new classification and a rate of pay for the job in question and the Board shall designate the classification and pay rate 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 job.

(b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) working days following the date of written notification to the Union. During this thirty (30) working day period, but not thereafter during the life of this Agreement, the Union may request in writing that the Board negotiate the classification and 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 classification and/or rate of pay, the issue may be submitted to the Grievance Procedure. Each party shall submit its final position on the disputed new job rate to the arbitrator. The arbitrator must then select either the last offer of the Union or of the Board. 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 between the parties, 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 XIII

DISCIPLINE AND DISCHARGE

(a) Dismissal, suspension, and/or 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 notification of dismissal, suspension, and other disciplinary action shall be sent to the employee and the Union. Causes deemed sufficient for dismissal, suspension, and/or other disciplinary action include, but are not limited to, the following: being in possession of alcoholic beverages or controlled substances on school property, drunkenness, use of controlled substances, dishonesty, insubordination, taking an unauthorized leave of absence, absence from work without notifying the Board, willful violation of adopted Board's rules, or conduct unbecoming an employee in the public service.

(b) An employee may be dismissed, suspended or disciplined pending investigation, and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights and all fringe benefits that the employee would have earned during the dismissal or suspension period. If the dismissal is sustained, or the suspended employee is not reinstated through the Grievance Procedure, the employee shall be deemed dismissed as of the date such action was taken.

(c) The Union, with specific written consent of the employee, shall have the right to review the contents of the personnel file of any employee within the bargaining unit; upon making the request, employees shall have the right to review the contents of their own personnel files maintained by the Board. Such review of personnel files must be done in the Board of Education Offices under the supervision of a designated school employee.

(d) This Article shall have no application to probationary employees.

ARTICLE XIV

UNPAID 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 compensation from the Board, shall be granted a leave of absence for the duration of such disability not to exceed one (1) year, provided the employee promptly notifies the Board of the necessity therefor, and provided further that the employee supplies the Board with a written statement 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 Board.

(b) Leaves of absence shall be granted for a reasonable period of time not to exceed one (1) year for physical or mental illness, prolonged serious illness in the immediate family, which includes husband, wife, children, grandchildren or parents.

(c) Leaves of absence shall be granted for a specified period of time not to exceed one (1) year for training related to an employee's regular duties in an approved educational institution.

(d) 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.

(e) 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, provided such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.

(f) Any employee in the bargaining unit elected to full-time office in the Union whose duties require their absence from work, shall be granted a leave of absence for the term of such office and at the end of such term, shall be entitled to resume their regular seniority status and all job and recall rights.

(g) All requests 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. Leaves may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board. An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay and such employee shall accumulate seniority during the leave of absence and the employee shall be entitled to resume their regular seniority status and all job and recall rights.

(h) The Board may extend leaves of absence beyond a period of one (1) year upon written request of the employee presented at least thirty (30) calendar days prior to the expiration of said leave. Such extensions will not be for a period of more than one (1) year at the time of each request.

ARTICLE XV

GRIEVANCE PROCEDURE

Definitions:

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

(b) The time elements in the Steps may be shortened or extended upon mutual written agreement.

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

(d) Any employee or Union grievance which is not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the alleged conditions giving rise to the grievance shall not hereafter be considered a grievance under this Agreement. The time limitations of this Section will be extended to ten (10) working days in wage and salary matters.

Step One.

Any employee having a grievance shall discuss the grievance with the Building Principal and/or the Maintenance and Custodial Supervisor, and if the grievance is not resolved through said meeting, the employee may request a meeting with the Chief Steward to discuss the grievance. The employee may have the Chief Steward present when he discusses the grievance with the Maintenance and Custodial Supervisor and/or Building Principal.

Step Two.

(a) The Chief Steward then may submit a written grievance to the Maintenance and Custodial Supervisor, stating the facts upon which the grievance is based, the alleged Contract violation, and the remedy or correction requested. The employee and the Chief Steward shall sign the grievance.

(b) The Maintenance and Custodial Supervisor shall give his answer 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 Three.

(a) Any appeal of a decision rendered by the Maintenance and Custodial Supervisor shall be presented to the Superintendent of Schools within five (5) working days from the date of receipt of the written decision of the Maintenance and Custodial Supervisor.

(b) The appeal shall be in writing and state the reason or reasons why the decision of the Maintenance and Custodial Supervisor was not satisfactory.

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

(d) The Superintendent of Schools or his designee shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the Business Representative of the Union.

Step Four.

Individual employees shall not have the right to process a grievance at Step Four (4).

(a) If the Union is not satisfied with the disposition of the grievance at Step Three (3), it may within fifteen (15) calendar days from the date of receipt of the decision of the Superintendent, refer the matter for arbitration to the Federal Mediation and Conciliation Service, in writing, and request the appointment of an arbitrator, and he shall be selected in accordance with the rules of the Federal Mediation and Conciliation Service.

(b) Neither party may raise a new defense or ground at Step Four (4) not previously raised or disclosed at other written levels. Neither party shall be permitted to present in the arbitration hearing any evidence whether written or oral, that had not been disclosed to the other party in any of the previous written levels of the Grievance Procedure.

(c) The decision of the arbitrator shall be final and conclusive and binding upon the employees, the Board, and the Union. Subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be placed into effect within fifteen (15) calendar days from the date of receipt of the arbitrator's decision.

(d) Powers of the arbitrator are subject to the following limitations:

(1) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

(2) He shall have no power to establish salary scales, except pursuant to Article XII(b) of this Agreement.

(3) He shall have no power to interpret State or Federal law.

(4) He shall not hear any grievance previously barred from the scope of the Grievance Procedure.

(5) More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties.

(6) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) calendar days prior to the date on which the grievance is filed.

(7) He shall have no power to hear grievances pertaining to the discharge or demotion of a probationary employee.

(e) The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear its own costs of representation and witnesses.

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

ARTICLE XVI

HOURS AND WORK WEEK

Section 1. Work Week and Day

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending one hundred twenty-eight (128) hours thereafter.

(b) The normal work day shall be eight (8) consecutive hours, to include a one-half (1/2) hour paid lunch period to be taken on the premises.

Section 2. Overtime Rates will be Paid as Follows:

(a) Time and one-half (1-1/2) will be paid for all authorized time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one (1) work week.

(b) Time and one-half (1-1/2) will be paid for all hours worked on the sixth (6th) consecutive day when such hours are overtime.

(c) Double time (2X) will be paid for all hours worked on Sunday when such hours are overtime.

(d) All holidays, vacations, sick leave, funeral leave and personal business days which are paid for under this Agreement shall be counted as time worked for the purpose of computing overtime pay.

Section 3. Call Back

Whenever an employee is required to return to work after the completion of their regularly scheduled working hours, the employee shall receive the pay or the actual time worked at time and one-half (1-1/2) their regular rate or a minimum of two (2) hours pay at the employee's straight time hourly rate, whichever is greater.

Section 4. 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 that there will be less than their normal regular daily work day, shall receive four (4) hours pay at the appropriate rate of pay, or in the event that the employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive the regular daily rate of pay.

Section 5. Distribution of Overtime

Overtime or extra hours worked shall be divided and rotated within the building according to seniority in classification, and among those employees who regularly perform such work, provided they are sufficiently able to perform such work. In a situation where all eligible employees decline the opportunity for overtime on a district-wide basis, lowest seniority shall become the basis for the assignment(s) of said overtime using a job description classification series relationship (i.e. Custodian, Utility Person, Head Day Custodian).

Section 6. Paychecks

An employee who works the second (2nd) and third (3rd) shifts shall receive their bi-weekly paycheck on the Thursday prior to the Friday payday, with the employee to be furnished their paycheck after starting their scheduled work day. Check not to be cashed until date shown on check.

ARTICLE XVII

SICK LEAVE, FUNERAL LEAVE and UNION LEAVE

Section 1. Sick Leave

(a) Each employee covered by this Agreement will be entitled to sick leave accumulated in an employee's individual sick leave account at the rate of twelve (12) days per year with a limit of one hundred forty-five (145) days. All employees covered by this Agreement shall accumulate one (1) sick leave day for each month worked, not to exceed twelve (12) days per year. A day of sick leave which is credited to the employee's bank will be equal in length to the working day of that employee at that time. A day of sick leave taken by the employee and deducted from the employee's bank will be equal in length to the work day of the employee at the time of taking the sick leave. Records will be maintained by the Board and furnished to each employee on the Board absence and substitute report form. Employees on sick leave in excess of three (3) consecutive work days or in cases where abuse is suspected, may be required to submit medical proof of illness in order to receive sick leave pay.

(b) Sick leave shall be granted to employees when they are incapacitated from the performance of their duties by sickness, injury or for medical, dental, or optical examination or treatment. Sick leave limited to three (3) days shall be granted for illness or emergency within the immediate family.

(c) The employee shall be paid one (1) additional sick leave day at full pay for each full year of service with the Employer upon retirement under the Michigan Public Schools Employee Retirement Act regulations, until such days in excess of thirty (30) are exhausted. Upon severance from employment under the terms of the Michigan Public Schools Employee Retirement Act, an employee who has accumulated at least thirty (30) days of sick leave shall receive full pay for thirty (30) sick leave days.

(d) Records of sick leave accumulated and taken shall be furnished to the employee on the Board absence and substitute form.

Section 2. Funeral Leave

(a) All employees covered by this Agreement shall be granted up to five (5) working days off with pay for each death in the employee's immediate family. The immediate family shall be construed to mean one (1) of the following: spouse, children, parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law. Additional time may be granted if needed for travel to distant States and deducted from sick leave.

(b) In the event of the death of an employee of the Board, funeral leave shall be restricted to a representative number of employees within the bargaining unit to attend the funeral, with that number to be mutually agreed upon between the Maintenance and Custodial Supervisor and the Chief Steward.

Section 3. Personal Business Days

All employees covered by this Agreement shall receive three (3) personal business days per year not deductible from sick leave. Any unused personal business days shall be added to the employee's individual sick leave bank in addition to their normal accumulative sick leave at the end of the fiscal year.

Section 4. Worker's Compensation

In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the employee will be entitled to use their sick leave in the same manner as if the injury or illness was not compensable under Worker's Compensation Law; provided that said employee reimburses the Board the amount of wage continuation benefits the employee receives under Worker's Compensation for any which he receives sick pay from the Board and reimburses the Board for the Worker's Compensation received, the employee's sick leave shall be reduced only by the portion of a day equal to the portion of the employee's gross pay actually paid by the Board. Employees shall promptly report all injuries to the Business Office within forty-eight (48) hours.

Section 5. Union Release Time

The Board will pay one (1) day of Union release time for one (1) Steward for each Contract year.

ARTICLE XVIII

HOLIDAYS

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

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

* When observed by the district.

(b) Employees required to work on any of the above-named holidays shall receive double time (2X) for hours worked in addition to their regular holiday pay.

(c) If an employee is on vacation on any of the above-named holidays, the employee shall be entitled to an additional day off with pay. In the event that an employee is on sick leave on any of the above-named holidays, the employee shall not have that day deducted from their accumulated sick leave bank.

(d) When the paid holiday falls on a weekend, the employee shall be granted either the day before or after the holiday off with pay, or one (1) extra day's pay for the holiday.

ARTICLE XIX

INSURANCE PROTECTION

Section 1. Hospitalization

Upon proper application, the Board will pay the premiums for the full cost of MASB-SET Ultra-Med (BC/BS Plan 1) hospitalization insurance for the employee and the employee's dependents as designated by the employee for the full term of this Agreement.

An employee eligible for health insurance who elects not to enroll, will receive ninety dollars (\$90.00) per month (one hundred dollars [\$100.00] per month effective in the 1996-97 school year) to be applied toward the purchase of tax-sheltered annuities made available through the district.

Section 2. Life Insurance

The Employer agrees to pay the full premium of a twenty thousand dollar (\$20,000.00) term life and AD&D Insurance Plan (twenty-five thousand dollars [\$25,000] effective in the 1996-97 school year) for each employee for a twelve (12) month period, provided the employee is regularly scheduled to work thirty (30) or more hours per week.

Each employee upon termination of his/her employment, shall have a thirty (30) calendar day conversion right of their group term policy. An employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) calendar days of their last day of employment with the Board.

Section 3. Dental Insurance

Upon proper application, the Board shall pay the premium for all full-time employees for a 50/50 full family policy.

Section 4. Optical Insurance

Upon proper application, the Board shall pay the premium for all full-time employees for SET Ultra-Vision Plan I, full family policy.

Section 5. General

(a) All insurance coverage is subject to the rules and regulations of the underwriting carrier.

(b) The Board reserves the right to change carriers provided the coverage is similar.

(c) Changes in family status shall be reported by the employee to the school Business Office within thirty (30) calendar days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

(d) An employee absent on an extended unpaid leave of absence due to personal illness or injury not covered by the Workers' Compensation Act, will be entitled to three (3) months of continued health insurance coverage after all paid sick and vacation leave benefits are exhausted, provided:

(1) At the time the illness or injury occurs, the employee had at least sixty-five (65) days of accumulated sick leave available;

(2) The days of illness are consecutive; and

(3) The illness or injury is of a serious nature (e.g. heart attack, etc.) and the absence is under the direction of an American Medical Association (AMA) recognized physician.

Employees on Workers' Compensation will be entitled to paid hospitalization up through one (1) month following the depletion of accrued sick leave.

Laid off employees will be entitled to paid hospitalization up through three (3) months following the effective date of lay-off.

Employees on unpaid leaves, Workers' Compensation, or lay-off may continue to participate in the group plan subject to the following conditions:

(1) The carrier allows such benefit; and

(2) The employee's payment is in the Board Office seven (7) calendar days prior to the first (1st) day of each month for which the Board makes the payment.

ARTICLE XX

VACATIONS

(a) All employees covered by this Agreement who have completed the below specified years of service, shall receive the following weeks of vacation with pay:

1991: (1) Applies only to employees hired prior to January 1,

One (1) year of service - one (1) week's vacation with pay.

Two (2) years of service - two (2) weeks vacation with pay.

Eight (8) years of service - three (3) weeks vacation with pay.

Twelve (12) years of service - four (4) weeks vacation with pay.

*Sixteen (16) years of service - five (5) weeks vacation with pay.

* Only Dale Current, Gene Myers, Jack Taylor, and Duane Yonnick will be eligible for five (5) weeks vacation with pay.

(2) Applies to employees hired after December 31, 1990:

One (1) year of service - one (1) week's vacation with pay.

Two (2) years through seven (7) years of service - two (2) weeks vacation with pay.

Eight (8) years through fifteen (15) years of service - three (3) weeks vacation with pay.

Sixteen (16) years of service or more - four (4) weeks vacation with pay.

(b) A newly hired employee shall receive prorated vacation allowance which is earned from the employee's date of hire until the first (1st) day of July following the employee's date of hire. Every year thereafter, the employee shall earn their vacation time from July 1st until June 30th of each year. Each employee shall earn their vacation time as of July 1st of each year, which shall be earned based on the employee's year of hire as opposed to the year the employee is due to be granted vacation time for each year.

(c) Employees terminating employment or beginning a leave of absence shall receive prorata vacation allowance for each month or major fraction thereof between the employee's anniversary date (July 1st) and the employee's termination date.

(d) Vacations may be requested and taken during the calendar year. Vacation requests for the summer months shall be submitted by May 1st of that year and vacation requests for the school session period shall be submitted by October 1st of each year. All vacation requests shall be submitted in writing to the Maintenance and Custodial Supervisor.

(e) No more than one (1) employee in the unit may be off at one (1) time during periods when schools are in session for students.

(f) Vacation scheduling for periods when school is not in session for students shall insure that there shall be no less than one (1) full-time or the equivalent of one (1) full-time employee available and scheduled to work in each building during normal work hours.

(g) If an employee needs to reserve a vacation time because of pre-arranged travel reservations, a vacation will be allowed, as per above, for the first (1st) employee who makes the request, regardless of seniority, providing reservations are confirmed and tickets paid for with proof of payment being provided upon request of the supervisor.

(h) Except as stated above, all ties for vacation time requests will be determined by seniority.

(i) A full-time substitute may be hired for employees who take vacation time when schools are in session. Overtime will not be offered to replace vacationing employees.

(j) Employees must have been in a Board pay status more than seventy-five percent (75%) of the year to qualify for vacation. Worker's Compensation is not considered a Board pay status. Employees who are in a pay status less than seventy-five percent (75%) of the year will receive prorata vacation benefits.

ARTICLE XXI

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for such jury service. This provision to apply if the employee is unable to obtain a waiver.

ARTICLE XXII

SUBPOENAES

Employees subpoenaed by the County Prosecutor to testify in court, shall receive their pay from the Board for such time lost as a result of testifying, less any compensation received for testifying.

ARTICLE XXIII

BENEFITS

Any employee who works less than forty (40) hours per week and is covered by this Agreement shall be entitled only to a prorata portion of all benefits as provided under this Agreement based on the hours the employee works for the Board.

Employees who work less than twenty (20) hours per week shall not receive holiday pay (Article XVIII), insurance (Article XIX), or vacation pay (Article XX).

East Jackson Bus Drivers hired to work in positions in this bargaining unit who are scheduled to work twenty (20) hours or less shall receive holiday pay for those paid holidays set forth in the Bus Drivers' Master Contract.

ARTICLE XXIV

MILEAGE

The Board shall pay mileage at the rate established by the Internal Revenue Service policy to all employees who use their own personal vehicles for authorized travel.

ARTICLE XXV

CLASSIFICATION AND COMPENSATION

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

ARTICLE XXVI

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

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

Section 2.

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

Section 3.

If any Article or Section of this Agreement or any 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.

This Agreement constitutes the sole and entire existing Agreement between the parties and supercedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or addition, only by a subsequent written agreement between, and executed by, the Board and the Union.

Section 5.

In the event an employee identifies a legally bonified handicap to the Board which requires accommodation under the law, the parties shall meet to discuss alternatives including but not limited to scheduling and reassignment options. The parties recognize that accommodation required by law to facilitate a legally bonified handicap may supercede certain assignment related provisions of this Agreement.

ARTICLE XXVIII

TERMINATION AND MODIFICATION

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

(b) If either party desires to terminate or modify this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of termination or modification. If neither party shall give notification of termination or modification, or withdraws the same prior to the termination date of this Agreement, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination or modification by either party on ninety (90) calendar days notice prior to the current year of termination.

(c) 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 Board, addressed to the East Jackson Community Schools, 1404 North Sutton Road, Jackson, Michigan 49202.

(d) The effective date of this Agreement is July 1, 1994. The Health and Vision Plan effective dates will be coordinated with the insurance company subsequent to ratification.

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

**EAST JACKSON COMMUNITY
SCHOOLS**

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

Kenneth R. Straub
President

Pigi Salloy
Business Manager

Frank E. Supta
Vice-President

Dreg Dronowski
President

Robert S. Jullin
Secretary

Jennifer L. Hudson
Recording/Corresponding
Secretary

Raymond J. Mierzwa
Treasurer

SCHEDULE A

<u>Classification</u>	<u>7/01/94</u>	<u>7/01/95</u>	<u>7/01/96</u>	<u>7/01/97</u>
Automotive Mechanic	\$14.63	\$15.05	\$15.49	\$15.88
Maintenance Grade I	14.63	15.05	15.49	15.88
Maintenance Grade II	12.57	12.93	13.30	13.63
Head Day Custodian	11.29	11.62	11.96	12.26
Custodian	11.01	11.33	11.66	11.95
Utility Person	8.86	9.22	9.59	9.93

The probationary rate for a newly hired employee shall be up to sixty cents (\$.60) per hour less than the specified base rate of pay. A probationary employee upon completion of the probationary period shall be paid the base rate of pay.

Longevity Pay Effective July 1, 1988

Completion of four (4) full years of service - an added ten cents (\$.10) per hour.

Completion of eight (8) full years of service - an added ten cents (\$.10) per hour.

Completion of twelve (12) full years of service - an added fifteen cents (\$.15) per hour.

Completion of sixteen (16) full years of service - an added ten cents (\$.10) per hour.

Completion of twenty (20) full years of service - an added ten cents (\$.10) per hour.

Longevity Pay for New Hires after July 1, 1988:

Completion of eight (8) full years of service - an added five cents (\$.05) per hour.

Completion of twelve (12) full years of service - an added five cents (\$.05) per hour.

Completion of sixteen (16) full years of service - an added five cents (\$.05) per hour.

Completion of twenty (20) full years of service - an added five cents (\$.05) per hour.

SENIORITY LIST**CUSTODIANS**

<u>Name</u>	<u>Classification</u>	<u>Date of Hire</u>	<u>Date Assigned to Current Classification</u>
Gene Myers	Head Day Custodian	7/01/73	4/04/83
Michael Taylor	Head Day Custodian	11/28/83	11/10/86
Robert Clemens	Head Day Custodian	5/21/84	7/16/90
Ken Grinnell	Grade I Custodian	8/15/88	8/16/93
Duane Yonnick	Grade I Maintenance	6/27/67	6/27/67
Dale Current	Auto Mechanic	7/01/73	7/01/73
John Taylor	Grade II Maintenance	2/27/74	7/01/80
James Swank	Grade I Custodian	7/11/85	12/20/86
Michael Dake	Grade I Custodian	10/ 2/89	10/ 2/89
Mark Johnston	Grade I Custodian	7/16/90	7/16/90
Ella M. Rudolph	Grade I Custodian	8/27/90	8/27/90
Richard Todd	Grade I Custodian	9/23/91	9/23/91
Larry Conway	Grade I Custodian	10/19/92	10/19/92
William Seffernick	Grade I Custodian	8/23/93	8/23/93
Stephen Papiersky	Grade I Custodian	1/17/94	1/17/94
Gerald Olney	Head Day Custodian	3/12/79	7/ 9/90

LETTER OF AGREEMENT

It is agreed that in the event premiums for hospitalization coverage (Article XIX, Section 1) should increase more than twelve percent (12%) in the 1995-1996 school year, or the 1996-1997 school year, the employee will pay the amount over twelve percent (12%), or wages and hospitalization insurance will be open for negotiations at that time.

It is further agreed that in the event a four (4) year Contract is ratified and the above mentioned hospitalization premiums do not exceed six percent (6%) in the 1997-1998 school year, the wage increase for the 1997-1998 school year would be 2.9% rather than 2.5%.

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