

6/30/97

**AGREEMENT**

between the

**CHARLOTTE  
PUBLIC SCHOOLS**

and the

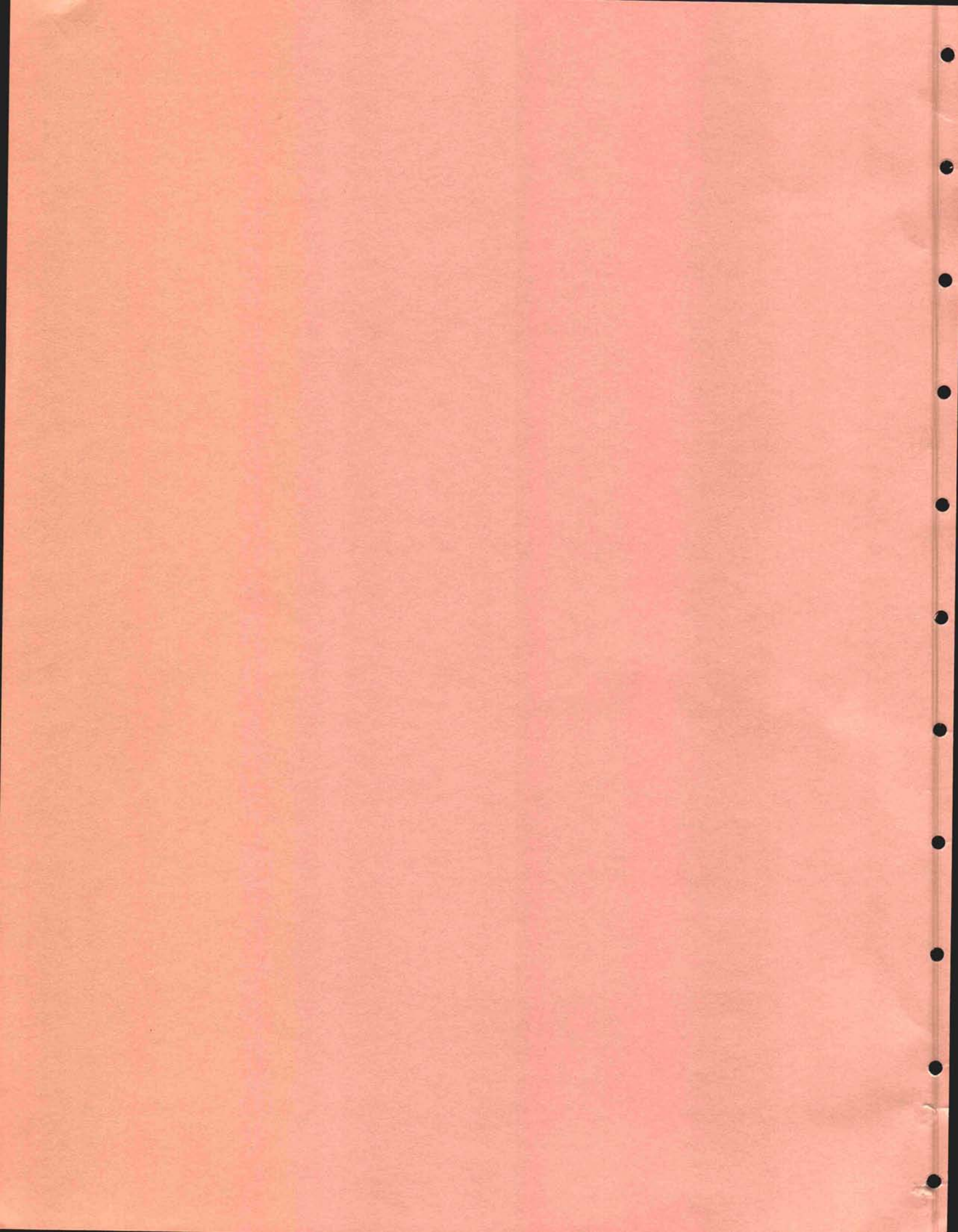
**INTERNATIONAL UNION  
OF  
OPERATING ENGINEERS  
LOCAL 547 - A, B, C, E, H - AFL-CIO**

**CUSTODIAL ~ MAINTENANCE  
BARGAINING UNIT**



**July 1, 1995 - June 30, 1997**

*Charlotte Public Schools*



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between

**CHARLOTTE PUBLIC SCHOOLS**

and

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

**CUSTODIAL AND MAINTENANCE EMPLOYEES**

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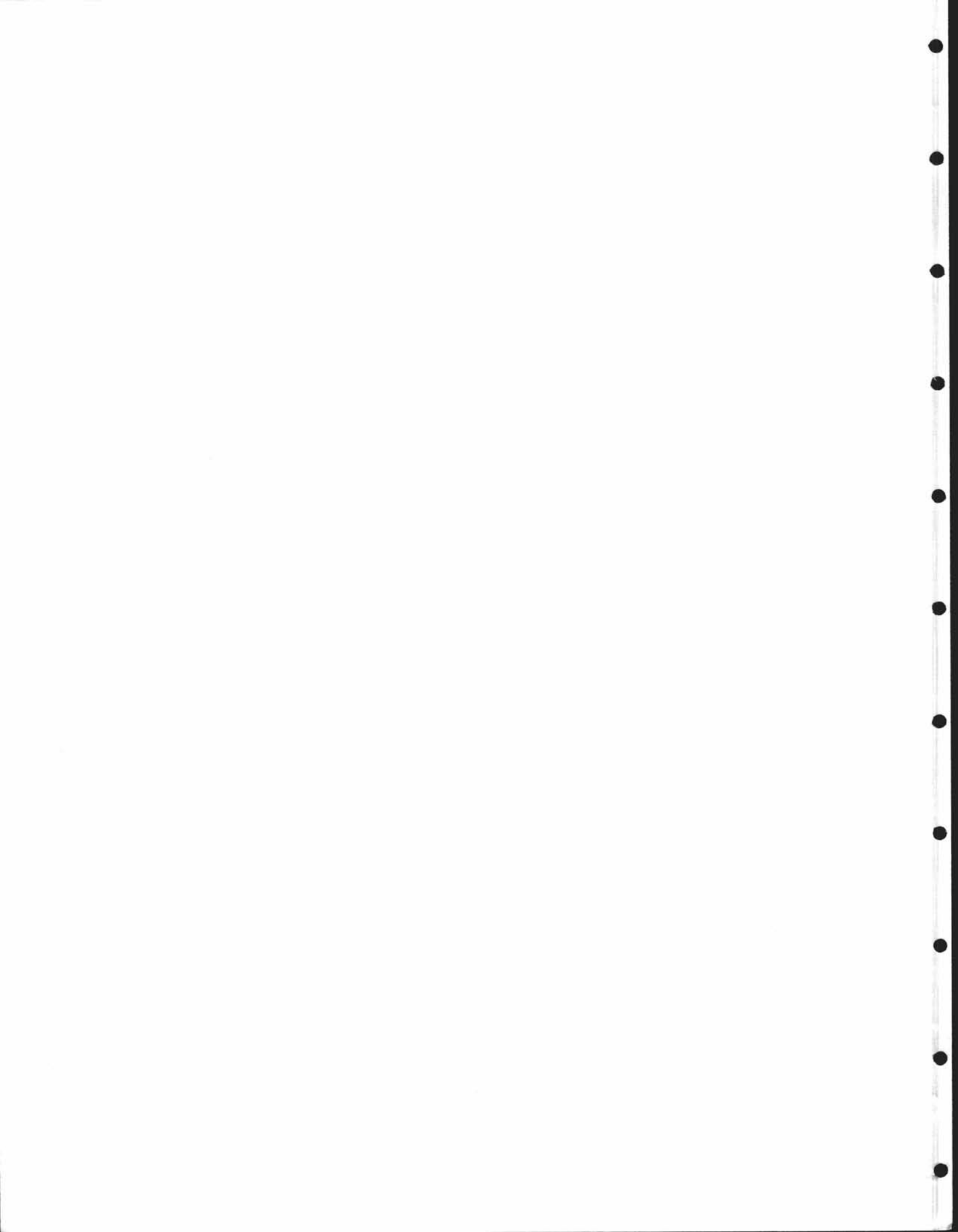


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**AGREEMENT**

between

The Charlotte Public 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 1**

**PURPOSE**

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

**ARTICLE 2**

**UNION RECOGNITION, UNION SECURITY: CHECK-OFF**

**Section 1: Union Recognition**

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

(b) The term "employee" as used herein shall include all Maintenance People, Pool Operators, Building Engineers, Utility Maintenance, Journeyman/Master Electricians/Maintenance, Journeyman/Master Plumbers/Maintenance and Custodians employed by the Employer, excluding those employees who are supervisory, substitute, summer, co-op, or similarly limited employees.

**Section 2: Agency Shop**

(a) In accordance with the terms of this Article, each bargaining unit member, within ninety (90) days of employment shall, as a condition of employment, join the Union or pay a service fee to the Union.

**1. Union Members**

Bargaining unit members joining the Union shall pay dues to the Union in accordance with its policies and procedures.

## 2. Service Fee Payers

Bargaining unit members not joining the Union shall pay a service fee to the Union as determined in accordance with the Union's policy and procedures regarding "Objections to Political-Ideological Expenditures". The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative, judicial, and contractual procedures shall be barred.

(b) In the event the bargaining unit member shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Union, deduct the service fee from the bargaining unit member's wages and remit same to the Union under the procedures provided below:

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

- a. The Union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
- b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Union may request the Board to make such deduction pursuant to paragraph a. above.
- c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction for same.

(c) Due to certain requirements established in recent court decisions, the Union represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in the Article relating to the payment or non-payment of the representation fee by non-members shall be activated within thirty (30) days following the Union's notification to non-members of the fee for that given school year.



(d) The Union will certify, at least annually to the District, the amount of said professional fees and the amount of service fees to be deducted by the District, and that said service fees include only those amounts permitted by the Agreement and by law. This notice shall be provided at least ten (10) days prior to the first deduction.

The Union also agrees to furnish the District, upon request, with all information necessary for the District to review the legal sufficiency of the Union's procedures whereby non-members of the Union can challenge service fees established by the Union as well as with respect to the proper identification and allocation of Union expenditures which have been characterized by the Union as properly chargeable to bargaining unit members who do not choose to become members of the Union.

The Union agrees to promptly notify the District of any future litigation where an order has been issued preventing the Union from implementing its policy regarding "Objections to Political-Ideological Expenditures", or any successor policy pertaining to the same subject matter. In such event, the District shall have the right to suspend the involuntary wage deduction procedures specified herein for non-Union bargaining unit members.

Should such involuntary payroll deduction become legally disallowed, the Employer shall, at the written request of the Union, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Union. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment. Required procedural due process shall be observed.

**(e) Save Harmless Clause**

In the event of legal action against the Employer (including each Board member, administrator or other District employee) brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires; and

2. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

The Union agrees that in any action so defended, it will hold the Employer harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as

a direct consequence of the Employer's compliance with this Article. The Union also agrees that neither it nor its affiliates will, in any proceedings, assert that the defense or indemnity provisions of this Article are either unenforceable or void.

(f) The Board shall, upon joint approval of the Union and Board, also make payroll deduction, upon written authorization from bargaining unit members, for annuities, credit union, savings bonds, charitable donations, or any other plan or programs. Said deductions shall be made twice monthly.

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

(h) The Employer agrees that upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name and date of hiring of the new employee.

**Section 3: Check-off**

(a) The Employer shall deduct the initiation fee and Union dues 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. Provided, however, that the employee shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.

(b) Such dues, as and when deducted, shall be forwarded to the Union forthwith.

(c) The Board agrees to provide Engineers Political Education Committee (EPEC) check-off upon receipt of voluntary deduction authorization cards if permitted by law.

### ARTICLE 3

#### VISITATION

Upon request by the Union and presentation of proper credentials, officers or accredited representatives of the Union shall be admitted into the Employer'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 observation shall not disrupt orderly operations.

### ARTICLE 4

#### STEWARDS

(a) The employees shall be represented by a Chief Steward and Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union. The Alternate Steward shall act as an employee representative only in the event the Chief Steward is unavailable.

(b) Arrangements may be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and attending grievance and negotiation meetings during his working hours, upon approval of his supervisor.

#### (c) Special Conferences

1. Special Conferences for important matters may be arranged between the Union Representatives and the Superintendent, or his designated representative, upon the request of either party. Such meetings shall be between at least two (2), and not more than three (3) representatives of the administration and at least two (2), and not more than three (3) representatives of the Union.

2. Arrangements for such Special Conferences shall be made in advance. An agenda of the matters to be taken up at the meeting shall be presented by the requesting party at the time the conference is requested.

(d) During his term of office, the Chief Steward shall be deemed to head the seniority list in his classification for the purpose of shift preference, lay-off, and recall only, provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

## ARTICLE 5

### HEALTH AND SAFETY PRACTICES

(a) The Employer will take reasonable measures in order to prevent or eliminate any hazards which the employees may encounter at their places of work, in accordance with the provisions of the Occupational Safety and Health Act, State and local regulations. The Union recognizes the importance of the Union, bargaining unit members and management working together to call safety hazards to the attention of the proper authority and also to cooperate in promoting workplace safety.

(b) Smoking shall not be permitted in any school building or school vehicle at any time. Smoking shall only be permitted on school property in designated areas and times specified by Board policy or state law.

## ARTICLE 6

### JURISDICTION

#### (a) Excluded Employees

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instruction, training, experimentation, or in case of emergency or where employees are substitute, summer, co-op, or similarly limited employees.

#### (b) Temporary Employees

Employees [other than those set forth in (a) above] who are hired for specified periods of time shall be covered by this Agreement except that such employees shall not have seniority or right of recall and shall be subject to a six (6) month probationary period.

## ARTICLE 7

### CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members, nor shall the use of contracting or subcontracting result in the reduction of the present work force as is now in effect, nor in the event of the extension of service shall contracting or subcontracting be used to avoid the performance of work covered under this Agreement.

## ARTICLE 8

### SENIORITY

(a) An Employee hired to fill a permanent position 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, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first (1st) ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.

(b) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire.

1. Employees shall be laid off, recalled or demoted according to seniority in their classification. An employee identified for lay-off shall have the right to displace an employee with lesser seniority in his own classification or a lower classification provided the senior employee is qualified to perform the necessary work. For purposes of this Article, Maintenance positions shall be considered a higher classification level than Custodial positions. For purposes of this subparagraph only, a lay-off shall have occurred where an employee's regularly scheduled hours are reduced below forty (40) hours per week.

#### 2. Substitutes

When it becomes necessary to use substitute Custodial or Maintenance personnel, the Employer will attempt to call in laid off bargaining unit employees from any classification under this Agreement in order of seniority. Such employees called in shall be paid at the probationary Custodial rate. This Article shall only apply to employees laid off less than one (1) year.

(c) **Loss of Seniority** An employee covered by this Agreement shall cease to have seniority and shall have his name removed from the seniority list in the event:

- a. He is a seniority employee discharged for cause and is not reinstated through the Grievance Procedure;
- b. He retires;
- c. He quits;

- d. He is laid off for a period of three (3) years or the length of his seniority, whichever is less;
- e. He accepts employment elsewhere while on a leave of absence (other than a Union business leave of absence), or is self-employed for the purpose of making a profit during a leave of absence where such employment or self-employment is inconsistent with the reason for which the leave of absence was granted.
- f. He fails to report for work within three (3) working days after expiration of a leave of absence without a reasonable excuse acceptable to the Employer;
- g. He fails to report for work following a lay-off within three (3) working days after he is notified to do so, in person, by telephone, by telegram, or by certified or registered mail sent to his address of record with the Employer. It shall be the obligation of the employee to supply the Employer with a current address;
- h. He is absent from work, without permission, for three (3) consecutive scheduled work days;  
or
- i. He is on sick leave of absence for a period of three (3) years, or the length of his seniority, whichever is less.
- j. The enumeration of the above conditions for loss of seniority shall not be regarded or applied as a limitation upon the Employer's right to formulate and implement disciplinary standards.

(c) A seniority list shall be furnished to each bargaining unit member and the Union on or about July 1st of each year. Such list shall contain: job classification and classification seniority date(s). Seniority in a classification shall be as of the date of entry into the classification. The Union and bargaining unit members shall have thirty (30) days after receipt of the seniority list to make any objections regarding the accuracy of the information on the list. Absent objections during that period, the list prepared by the Employer shall be conclusive.

(d) The bargaining unit seniority which was accumulated as of the date an employee is assigned to a supervisory position shall be

retained for one (1) year for an employee who accepts a supervisory position dealing with classifications covered by this Agreement. The employee shall have the right to exercise this seniority and return to an open position within the bargaining unit in the event he/she vacates said supervisory position.

## ARTICLE 9

### TRANSFERS AND PROMOTIONAL PROCEDURE

(a) Notification of all vacancies and newly created positions shall be posted on employee bulletin boards for five (5) days. At the completion of the fifth (5th) day, a meeting will be scheduled so that employees shall have the opportunity to make application to fill the vacancy or new position. If at any time during that meeting additional vacancies are created, those also shall be filled in the same manner. Employees must be present to bid on any or all vacancies with the exception of scheduled vacation time or illnesses, in which case arrangements should be made with their Steward who may bid in their place. In these circumstances, the absent employee must give the steward a written proxy for job bidding purposes.

The above bidding procedure will be implemented if a member's building location or work schedule changes by two (2) hours or more. For a building or work schedule change of less than two (2) hours, it will be at the affected member's discretion whether the position will be posted or not. A change to summer hours will not necessitate bidding.

The senior employee within the job classification of the vacant position who makes application shall be transferred to fill the vacancy or new position provided he has the necessary qualifications to perform the duties of the job involved and can obtain the necessary certification required in a reasonable amount of time as stated in the job posting. The bargaining unit applicant having the most seniority in a classification other than the classification in which the vacancy occurs will be transferred to fill the vacancy provided he/she possesses the necessary qualifications and can obtain any necessary certification requirements within a reasonable period of time as stated in the job posting.

Newly created positions or vacancies are to be posted in the following manner: area of responsibility; rate of pay; starting date; hours to be worked; and the classification.

(b) In the event that the Employer does not feel that it is desirable to place the highest senior employee in the open position, an evaluation meeting shall be scheduled between the Union and the Employer in order to review the reasons and arrive at

a decision. In the event that the parties are unable to satisfactorily resolve the dispute, the affected employee shall be notified in writing by the Employer as to the reason or reasons why he was not granted the job position, with that employee having the right to file a grievance under the Grievance Procedure if he feels that the reason or reasons that are given by the Employer are not proper.

(c) Any employee temporarily transferred from his classification to another classification within the bargaining unit shall either be paid the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.

(d) 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 shall then be considered an open position and posted for bidding from interested employees.

## ARTICLE 10

### MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by Employers, except such as are specifically relinquished herein to the Union, are reserved to and remain vested in the Employer including the right:

(a) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be used, and the discontinuance of any services, materials or methods of operations;

(b) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;

(c) To purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities;

(d) To determine the number, location and type of facilities



and installations;

(e) To determine the size of the work force and increase or decrease its size;

(f) To hire, assign and lay-off employees, to reduce the work week or the work day or effect reductions in hours worked by combining lay-off and reductions in work week or work day;

(g) To direct the work force, assign work and determine the number of employees assigned to operations;

(h) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications (Prior to changing job descriptions, the Employer will seek input from the Union Steward.);

(i) To determine lunch, rest periods, and clean-up times, the starting and quitting times and the number of hours to be worked;

(j) To establish work schedules;

(k) To adopt, revise and enforce reasonable working rules and general requirements and carry out cost and general improvement programs;

(l) To transfer, promote, and demote employees from one (1) classification or department to another;

(m) To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

The rights of the Union are specifically listed in this Agreement and all subjects not specifically listed in this Agreement are retained by the Employer. This Article shall not be the subject of any grievance; however, nothing contained in this Article shall mean that the Union may not or cannot grieve regarding other Articles or Sections of the Agreement.

## ARTICLE 11

### NEW JOBS

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

writing of any such job which has been placed into effect upon the institution of such job.

(b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of the Agreement, the Union may request in writing the Employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first (1st) began working in the 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. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations during the specified period of time, or as a result of final negotiations, or upon resolving the matter through Grievance Procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

## **ARTICLE 12**

### **LEAVE OF ABSENCE**

All requests for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested. A copy of the leave request is to be maintained by the Employer, a copy furnished to the employee, and a copy sent to the Union. Thirty (30) days notice should be given to the Employer whenever possible. Any request for a second leave of absence during a Contract period is subject to Board approval.

To the extent required by the Family and Medical Leave Act (FMLA), an eligible employee shall be granted leave and other rights specified by that law whether or not the same are specifically enumerated in this Agreement. When leave is taken by an eligible employee under the Family and Medical Leave Act, the District shall likewise enjoy and reserve all rights afforded it by law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including District and eligible employee rights and responsibilities, shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflicts or inconsistency.

#### **(a) Medical Leave**

An employee who because of illness, accident, or disability which is non-compensable under the Workers' Compensation

Law is physically unable to perform the essential functions of his job description with or without reasonable accommodation shall, after exhausting all sick leave and disability benefits, be granted a leave of absence for a reasonable period of time not to exceed one (1) year provided he/she promptly notifies the Employer of the necessity therefore and provided further that he/she supplies the Employer with a 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 Employer. Leaves of absence for periods in excess of one (1) year may be granted in the Employers' discretion.

**(b) Family Care Leave**

Leaves of absence shall be granted for a reasonable period of time not to exceed one (1) year for prolonged, serious illness in the employee's immediate family, which illness requires the employee's care and attendance. "Immediate family" shall be defined as the employee's spouse, children, or parents when living with the employee. Leaves of absence for periods in excess of one (1) year may be granted in the Employer's discretion.

**(c) Educational Leave**

Leaves of absence shall be granted for a reasonable period of time not to exceed one (1) year for training related to an employee's regular duties in an approved educational institution. Leaves of absence for periods in excess of one (1) year may be granted in the Employer's discretion. No more than two (2) employees shall be granted educational leave for the same period of time unless approved by the Board.

When the Employer requires training for an existing position, the Employer will provide training during work hours or will compensate the employee for the training time and the cost of the training.

**(d) Military Leave**

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

Leaves of absence shall 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.

**(e) Union Leave**

Any employee in the bargaining unit elected or appointed to a full-time position or office in the Union, whose duties require their absence from work, shall be granted a leave of absence for a maximum period of one (1) year to fill the term of such office or position.

**(f) Other Leaves**

Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the employee.

An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay and he/she shall accumulate seniority for purposes other than longevity pay during his/her leave of absence and he/she shall be entitled to resume his/her regular seniority status and all job and recall rights to the classification held at the time the leave began.

No fringe or other benefits under this Agreement will accrue or be paid to the employee by the Employer while on unpaid leave status, except as otherwise expressly stated in this Article or to the extent required for eligible employees under the Family and Medical Leave Act.

**ARTICLE 13**

**GRIEVANCE PROCEDURE**

**(a) Definitions:**

1. A grievance is defined as an alleged violation of a specific Article or Section of this Agreement.

2. The term employee may include any individual or group covered by this Agreement.

3. The grievant is the person making the claim.

4. The term working days, when used in this section, shall be defined as any day the administration Offices are opened.

**(b) Procedure:**

1. Time Limits:

- a. Any grievance not presented for disposition through the Grievance Procedure within five (5) working days of the date of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the grievant or the Union first (1st) became aware of the conditions giving rise to the grievance, shall not be considered a grievance under this Agreement.
- b. 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 Step/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.
- c. The time limits provided in this Article are to be strictly observed. Every effort should be made to expedite the process; however, time limits may be shortened, extended, or waived at any Step by mutual agreement.

2. A grievance concerning alleged safety hazards may be processed directly to Step Two (2) of the Grievance Procedure.

(c) Step One:

Any employee having a grievance shall present it orally to his supervisor for decision. In the event an employee desires that his Steward be present, he shall make his request through the supervisor, and the supervisor shall send for the Chief Steward.

Step Two:

1. In the event the grievance is not settled orally by the supervisor, the Chief Steward shall submit the grievance in writing to the Associate Superintendent for Operations within five (5) working days from the date of the oral presentation. The grievant and the Chief Steward shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested.

2. The Associate Superintendent for Operations shall meet with the Chief Steward at a time mutually agreeable to them, but no later than fifteen (15) working days following the date of

receipt of the appeal. The Associate Superintendent for Operations shall issue his decision in writing to the Chief Steward of the Union within five (5) working days of the above meeting.

**Step Three:**

1. Should the grievant be dissatisfied with the Associate Superintendent for Operations' decision, the grievant shall appeal, in writing to the Superintendent, within five (5) working days of the date the decision of the Associate Superintendent for Operations was due. The appeal shall state the reason or reasons why the decision of the Associate Superintendent for Operations was not satisfactory.

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

3. The Superintendent shall then give his decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

**Step Four:**

1. Should the grievant be dissatisfied with the disposition of the grievance by the Superintendent, the Union may submit the grievance to arbitration. If the Union desires to submit the grievance to arbitration, it must do so in writing within fifteen (15) calendar days from the date the decision rendered by the Superintendent was due.

2. The rules of the American Arbitration Association shall govern the arbitration proceedings. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree that judgement thereon may be submitted to any court of competent jurisdiction. The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

**(d) Costs:**

The fees and expenses of the Arbitrator shall be paid by the loser. All other expenses will be borne by the parties incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

(e) Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.

(f) The Arbitrator has no right to interpret State or Federal law and to review termination of probationary employees.

## ARTICLE 14

### DISCIPLINE AND DISCHARGE

(a) When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is reasonable to assume that the Employer first (1st) became aware of the conditions giving rise to the discipline.

(b) Any employee who is discharged or disciplined shall be given written notice specifying the reason for the discipline or discharge. The Union shall be furnished a copy of all such notices.

(c) Seniority employees are subject to discipline for just cause. Disciplinary action may range from warning or suspension to discharge, as circumstances warrant. The just cause standard shall not be applicable to the dismissal of probationary employees.

(d) Before disciplinary action can be taken, a thorough investigation must be made to ascertain all facts involved in any potential disciplinary action. Bargaining unit members and management recognize that discipline is corrective action and will work together to insure that correction takes place.

## ARTICLE 15

### HOURS AND WORK WEEK

#### Section 1:

(a) The Employer will schedule work between the hours of 7:00 a.m. Monday and 7:00 a.m. Saturday each week where it is reasonable and practicable to do so. Under no circumstances shall the employees leave their building except during their unpaid one-half (1/2) hour lunch period. All employees should plan to have their break within their own assigned buildings or area. If the meal period is interrupted by a call to duty, the meal periods must be counted as hours worked and shall be paid at the rate of time and one-half (1-1/2). During working hours, no employee should have unauthorized visitors or phone calls unless an emergency arises.

(b) The normal work day shall be eight and one-half (8-1/2) consecutive hours which shall include a one-half (1/2) hour unpaid lunch period. The employee shall be further entitled to one (1)

fifteen (15) minute rest period during the first (1st) four (4) hours of his working day and one (1) fifteen (15) minute rest period during the second (2nd) four (4) hours of his working day; said rest periods shall be taken in the vicinity of the employee's work.

(c) A lunch period shall be arranged by the Associate Superintendent for Operations with the objective that said period shall normally occur in the middle of the employee's working day; provided, that said lunch periods may be staggered so that there is continuous service available for the efficient operation of the school.

(d) The employee shall notify the school office prior to leaving the building for the lunch period. Employees shall punch out whenever they leave the building and punch back in upon return. If this privilege is abused in any way, strict disciplinary measures will be enforced. Offenses would include leaving during the times other than described above and taking more than the one-half (1/2) hour lunch break.

**Section 2: Overtime Rates will be Paid as Follows:**

Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned. No employee will be required to take time off from their normal work schedule during the work week in place of receiving any overtime compensation.

**Section 3: Distribution of Overtime**

When overtime is scheduled in a building, the Building Engineer and Associate Superintendent for Operations or designee will be responsible to see that this time is offered first (1st) to employees in the appropriate classification that are assigned to work in said building.

(a) Seniority shall be considered for overtime except in case of an emergency, the Building and Grounds Supervisor shall make each assignment.

(b) Equalizing hours among employees who work in said building shall also be considered.

(c) The Building Engineer shall share equal time with employees in overtime work.

(d) If overtime is declined by building employees, other employees in the same classification will be given an opportunity for overtime work. Such time shall be rotated according to seniority.



(e) If there are no volunteers for overtime, overtime may be assigned to employees in the appropriate classification that work in said building and shall be rotated according to inverse seniority.

**Section 4: Call Back**

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

**Section 5: Extra school Activities**

Charlotte Public Schools recognizes the need for adequate Custodial support during scheduled activities.

**ARTICLE 16**

**SICK LEAVE AND FUNERAL LEAVE**

**Section 1:**

(a) On each July 1st, all members of the bargaining unit shall be credited with ten (10) sick days. Members hiring on after any July 1st shall be credited with pro-rata sick days, one (1) day for each twenty-five (25) scheduled working days up to the next July 1st.

(b) Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, non-duty related disability, or injury. Sick leave shall also be granted for time required for medical, dental, or optical examinations or treatment where the employee has given the Employer three (3) days notice of the date of such examination, or less than three (3) days notice where the delay in notification or is solely attributable to the doctor's scheduling requirements.

Whenever an employee anticipates disability which will require extended absence from work, he/she shall furnish the Employer with a statement from his/her attending physician stating the approximate date on which disability is anticipated and any restrictions on the nature of work that he/she may perform and/or the length of time that he/she may continue to work prior to the anticipated onset of disability. The employee shall be permitted to work until such time as his/her physician indicates that he/she should be granted sick leave for disability reasons. The employee may return to work upon notification in writing from the employee's physician.

The Board may utilize a second opinion to more specifically define any physical limitations, restrictions, or accommodations necessary for continuation of or return to work.

(c) Sick days are accumulated at ten (10) days per Contract year for the duration of this Agreement, up to a maximum of forty-five (45) days. An employee shall use all accumulated sick leave days and then become eligible for Short Term Disability.

(d) In the event of emergency or sickness, the following procedure should be followed in contacting proper authorities concerning any reason for absenteeism that will reflect on their working area responsibility.

During school days, call the Associate Superintendent for Operations Office, Charlotte Public Schools, 543-2810. Employees shall make every effort to call two (2) hours before scheduled work time.

(e) The Employer shall provide an attendance incentive as follows: For each six (6) months with perfect attendance, based upon the Contract year, the employee shall receive a cash bonus of one hundred dollars (\$100.00). Perfect attendance shall be defined as no absence other than personal days, funeral days, or approved vacation.

### **Section 2: Funeral Leave**

All employees covered by this Agreement shall be granted four (4) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean one (1) of the following: husband, wife, children, parents, father-in-law, and mother-in-law. In the event an employee is on a scheduled vacation, he shall receive additional pay for a funeral leave or be granted additional vacation days with pay.

Three (3) days: Brother and sister. If additional days are needed, they shall be granted and deducted from vacation.

One (1) day: Grandparent and grandchild.

### **Section 3: Personal Business Days**

As of the start of the Contract year, employees with one (1) or more years of service shall be credited with two (2) personal business days to be used in that Contract year. This may be used for personal business which cannot be conducted on other than a work day according to the following provisions:

(a) Personal leave, in all cases except unforeseen emergency, requires at least two (2) days advance notice to the immediate supervisor.

(b) Personal leave is to be used for sound, pressing, and unavoidable reasons only, and its proper use may be subject to verification at the request of the school administration if warranted by the employee's previous attendance record or if there is legitimate cause to suspect that the leave has been used improperly.

(c) To avoid unanticipated loss of wages, it is advised that the employee consult with his/her supervisor regarding the propriety of their leave prior to its use. Personal business days are not to be used the last day before a vacation or the first (1st) day after vacation.

## ARTICLE 17

### HOLIDAYS

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

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

Friday before Labor Day, a holiday at the discretion of the Superintendent.

(b) An employee who is required to work on any of the above-named legal holidays shall receive straight time for hours worked, in addition to his holiday pay, with the exception of New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day, in which the employee shall be paid double time (2X) for hours worked plus his holiday pay.

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

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

(e) Should any one (1) of the holidays fall on a school session day, the employee then be granted a day off with pay at a later date that is mutually agreeable to the employee and the Employer.

## ARTICLE 18

### INSURANCE

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the Board of Education, for the duration of this Agreement, shall make premium contributions, as specified below, on behalf of employees (and eligible dependents) while employed by the District. The bargaining unit member is responsible for insuring completion of all forms and documents required for participation in the insurance programs described below. The Employer, by payment of its share of the insurance premiums indicated below, should be relieved from any and all liability with respect to the provisions of insurance benefits or programs.

(a) Blue Cross/Blue Shield health insurance policy, or a comparable policy, as described in the operating agreement for Group #01564-001, dated December 21, 1989. The Employer will not be obligated to provide duplicate health insurance for employees covered under another health insurance policy.

Bargaining unit employees who do not participate in the health insurance coverage may choose between a contribution to a Board approved tax sheltered annuity program or a cash payment (if the Board approves an IRS Section 125 Plan) in the amount of \$125.00 per month.

(b) Group life insurance policy with face amount of twenty-five thousand dollars (\$25,000.00) with AD&D.

(c) A disability insurance policy with the following specifications:

Seventy-five percent (75%) of average weekly earnings for fifty-two (52) weeks; after the first fifty-two (52) weeks, only fifty percent (50%) of the weekly benefit payable during the first fifty-two (52) weeks will be paid, but only if house or hospital confined; see insurance policy for additional provisions and benefit descriptions.

Under the terms of the policy, sick leave, including frozen sick leave, must be utilized prior to the commencement of benefit payments.

(d) Dental insurance policy with the following specifications:

Seventy-five percent (75%) preventative; seventy-five percent (75%) restorative; and fifty percent (50%) prosthodontics based upon reasonable charges for each category. The maximum

benefit level under this policy is six hundred dollars (\$600.00) annually.

(e) Blue Cross/Blue Shield A-80 Vision Care policy, or comparable policy.

(f) The Board's premium contribution, effective July 1, 1995 to June 30, 1997, shall be made at one hundred percent (100%) cost to the Board.

(g) An employee may purchase additional insurance coverage at his/her own expense during an open enrollment period established by the carrier and the District. Such insurance will be purchased through payroll deduction of premium amounts from his/her wages. Open enrollment information may be obtained at the personnel office.

(h) Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance by the insurance carriers of the written application.

(i) Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change.

(j) The Board agrees to make the premium contributions specified in this Article for the duration of this Agreement. Disputes over policy coverages between the insurance company and employees or their beneficiaries shall not be subject to the Grievance Procedure, but shall be a matter solely between the employee and the insurance company. Any disputes originating over provisions regarding insurance benefits provided in this Contract however, shall be subject to the Grievance Procedure.

(k) Regarding any term life insurance provided under this Agreement, upon lay-off or termination from employment, it shall be the employee's responsibility to contact the insurance carrier to exercise the thirty-one (31) day statutory conversion right.

## ARTICLE 19

### VACATIONS

All employees covered by this Agreement shall receive vacation time with pay based on the following schedule:

(a) One (1) year service shall receive one (1) week vacation with pay.

(b) Two (2) through three (3) years service shall receive two (2) weeks vacation with pay.

(c) Four (4) through nine (9) years service shall receive three (3) weeks vacation with pay.

(d) Ten (10) years or more service shall receive four (4) weeks vacation with pay.

(e) All vacations shall be requested ten (10) working days before being taken, except in cases of emergency. Applications are to be passed out by the Supervisor of Buildings and Grounds and returned to the same person. Vacations will be subject to approval by the Associate Superintendent for Operations.

(f) Employees vacation time shall be scheduled by the Employer, with due consideration given to the employees' total years of service with the Employer.

(g) Employees may not schedule their vacation the two (2) weeks prior to the opening of the school's fall term. All vacation time must be used within one (1) year from the time it is earned.

(h) Employees terminating employment or on a leave of absence shall receive pro-rata vacation allowance based upon one-twelfth (1/12th) of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date.

(i) Employees shall use a minimum of fifty percent (50%) of their vacation time during summer recess period. Vacation will be approved on a first come, first served basis, except that vacation requests submitted on the same day shall be governed by seniority.

## ARTICLE 20

### WORKERS' COMPENSATION

(a) An employee absent longer than seven (7) calendar days because of an illness or injury incurred as a result of performing services for the Employer shall be covered by the Workers' Disability Compensation Act.

(b) An employee accumulates all benefits, with the exception of wages, to which he would have been entitled to by virtue of this Agreement, while absent due to compensable cause as though he would have worked, but shall not continue to accumulate benefits after a one (1) year period of being absent due to a compensable cause. The "compensable cause" must have occurred and been properly reported in writing while in the employment of the Charlotte Public Schools. It is the intent of the Charlotte Public Schools to operate within the guidelines of the current law regarding the Workers Compensation/Retirement Contribution issue. Whatever happens with the legal system, Charlotte Public Schools will abide by the current law at that time.

(c) An employee who is absent because of an injury or disease under the Workers' Disability Compensation Act shall make a written election of one (1) of the following options at the time he/she becomes eligible for Workers' Compensation benefits:

1. The employee may utilize his/her accumulated sick leave for each day absent, up to maximum of five (5) days, provided that he/she reimburses the District for the amount of Workers' Compensation benefits received for the corresponding pay period. At that time, the employee will have two (2) days of sick leave reinstated. Employees shall only be eligible to access this alternative if they have sufficient sick leave accumulation.

2. The employee may elect to receive Workers' Compensation benefits only.

3. The employee may elect to receive the difference between his/her regular salary and the amount received as Workers' Compensation benefits. Such difference in salary shall be computed on a percentage basis, and this percentage shall be deducted from the employee's sick leave accumulation. (For example: if Workers' Compensation pays sixty percent [60%] of full pay, sick leave will only pay forty percent [40%], and the sick leave accumulation shall be charged .4 of a day for each day so used.) Employees shall only be eligible to access this alternative if they have sufficient sick leave accumulation.

In the event that the District's Workers' Compensation carrier determines that such sick leave payments are required to be coordinated under Section 354 of the Workers' Compensation Act, MCLA 418.354, the employee shall receive only Workers' Compensation benefits for which he/she is eligible.

The District shall not have responsibility for payment of any Workers' Compensation benefits or wage continuation except as expressly indicated in this Article.

(d) Injuries or diseases compensable under the Workers' Compensation Act must be reported immediately to the personnel office so that instructions may be given on how to proceed relative to billing of medical services, reporting, etc.

(e) An employee who is absent because of an injury or disease compensable under the Workers' Compensation Act, shall not return to work without first presenting notification from a physician that the employee may return to work subject to verification by a physician selected by the Employer or its Workers' Compensation carrier.

ARTICLE 21

JURY DUTY

(a) Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received (excluding mileage reimbursement) for such jury service.

(b) Employees subpoenaed as a witness (but not against the Employer) shall be covered under the Jury Duty Article of this Agreement.

ARTICLE 22

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be compensated pursuant to this Article.

Section 1: Wage Rates

	<u>1995-96</u>	<u>1996-97</u>
<u>Maintenance</u>		
<u>Class 1</u>		
Master Electrician and Master Plumber	\$ 15.50	\$ 15.81
<u>Class 2</u>		
Journeyman Electrician and Journeyman Plumber	13.42	13.69
<u>Class 3</u>		
Maintenance I	12.79	13.05
<u>Class 4</u>		
Utility Maintenance/Locksmith/ Groundskeeper	11.25	11.48
<u>Custodians</u>		
<u>Class 1</u>		



Building Engineer - High School and Junior High School	11.35	11.58
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Class 2

Building Engineer - Elementary	11.23	11.45
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Class 3

Custodian	10.49	10.70
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(Seventy-five cents [\$.75] per hour additional for State Certified Pool Operator.)

(Twenty cents [\$.20] per hour additional for Night Leader.)

(Forty-nine cents [\$.49] per hour additional for Food Truck Driver.)

(Thirty-five cents [\$.35] per hour additional for State Certified Herb/Pest.)

Probationary Custodian	7.96	8.13
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Longevity Pay

After five (5) years of service - base plus (+) five cents (\$.08).

After ten (10) years of service - base plus (+) ten cents (\$.15).

After fifteen (15) years of service - base plus (+) fifteen cents (\$.22).

After twenty (20) years of service - base plus (+) twenty cents (\$.28).

After twenty-five (25) years of service - base plus (+) twenty-five cents (\$.35).

Shift Differential

A ten cents (\$.10) per hour premium will be paid to employees covered by this Agreement who are regularly scheduled for four (4) or more hours of work on the late afternoon shift for all hours worked that day. A fifteen cents (\$.15) per hour premium will be paid to employees covered by this Agreement who are regularly scheduled for four (4) or more hours of work on the night shift for all hours worked that day.

## ARTICLE 23

### FRINGE BENEFITS

(a) All fringe benefits shall start with the first (1st) full day of a regular hired employee covered in this Contract.

(b) All fringe benefits are compensation for full-time work. Employees who are regularly scheduled to work less than thirty-five (35) hours per week are not considered full-time employees and are not eligible for any fringe benefits other than those required by law or as set forth in Article 20. It is the intent of the Board to provide full-time employees forty (40) hours of work per week.

(c) Mandatory State Retirement Fund contributions will be paid by the Board of Education. This does not include voluntary member investment plans.

## ARTICLE 24

### BINDING EFFECTIVE AGREEMENT

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

## ARTICLE 25

### 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 in this Agreement shall be made by any employees, group of employees, supervisory or administrative personnel, unless executed in writing between the parties to this Agreement and after having been ratified by both the Board of Education 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 of and conditions herein.

#### Section 3:

If any Article or Section of this Agreement or any supplement

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

**Section 4:**

It is hereby agreed that this Agreement is the complete understanding between the parties.

**Section 5:**

The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its Officers, Representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown, or stoppage of work.

**Section 6:**

The Board shall not authorize, instigate, cause, aid, encourage, ratify or condone any lockout of employees.

**ARTICLE 26**

**TERMINATION AND MODIFICATION**

(a) This Agreement shall continue in full force and effect until June 30, 1997.

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

(c) If either party desires to modify or change this Agreement, it shall ninety (90) Calendar days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice 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 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, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Employer, addressed to the Charlotte Public Schools, 378 State Street, Charlotte, Michigan 48813, 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, 1995.

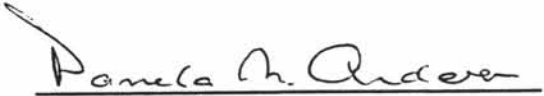
**IN WITNESS WHEREOF:** the parties hereto have caused this instrument to be executed.

**CHARLOTTE PUBLIC SCHOOLS**

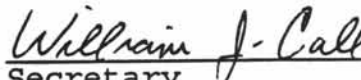
**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 547, AFL-CIO**

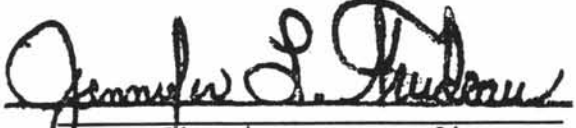
  
Superintendent

  
President

  
President,  
Board of Education

  
Business Manager

  
Secretary,  
Board of Education

  
Recording/Corresponding  
Secretary

