

6/30/95

A G R E E M E N T

BETWEEN THE

PAW PAW PUBLIC SCHOOLS

AND THE

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547, AFL-CIO

CUSTODIAL AND MAINTENANCE PERSONNEL

1992 - 1995

Paw Paw Public Schools

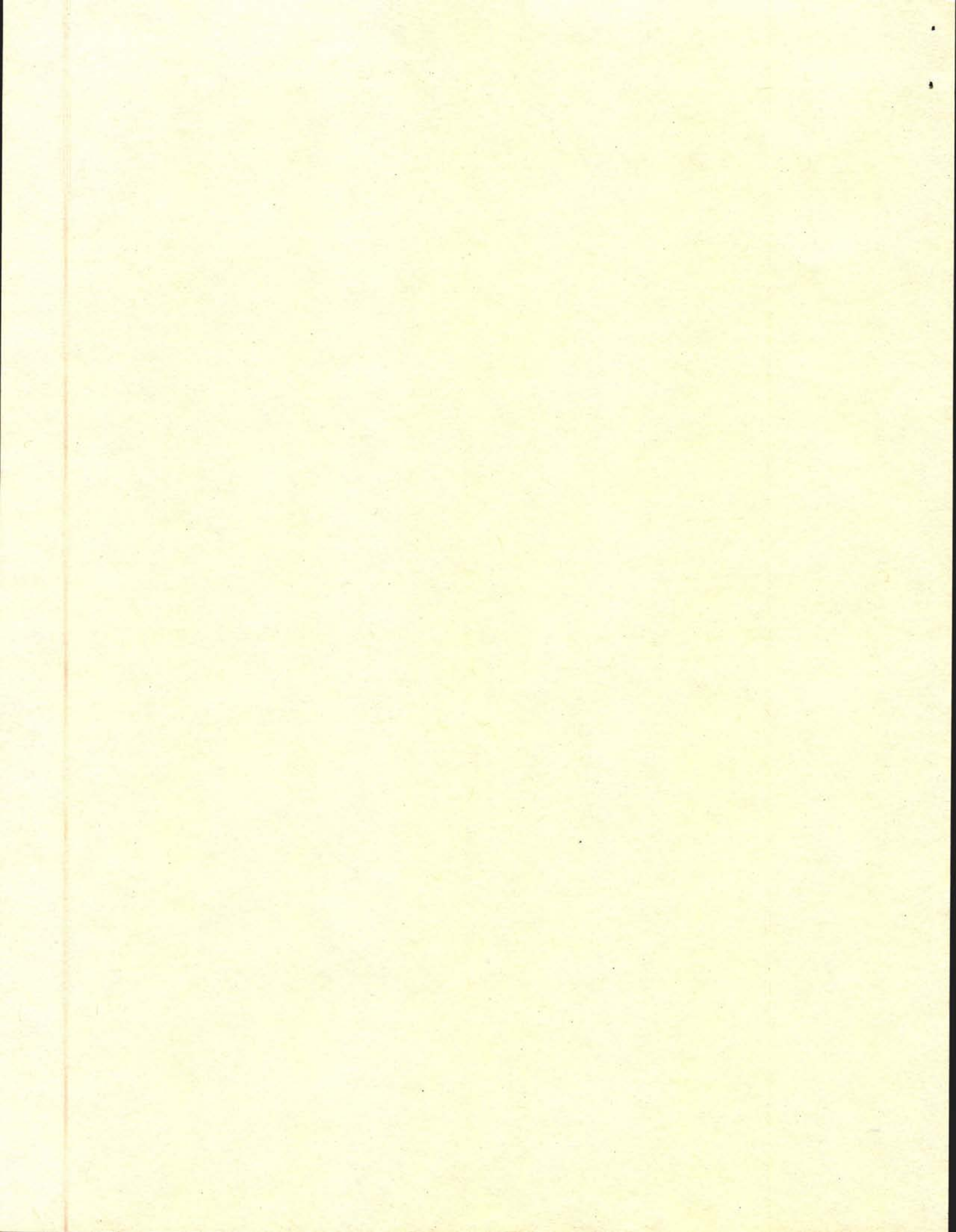


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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 1992 by and between the PAW PAW PUBLIC SCHOOLS, Paw Paw, Michigan, hereinafter referred to as the "Employer," and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 547, AFL-CIO, hereinafter referred to as the "UNION,"

WITNESSETH:

ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours, working conditions and other conditions of employment.

ARTICLE II - RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all building leaders of each building, bus mechanics, maintenance men, and custodians but excluding working supervisors, vocational part-time employees, and all others.

Section 2: The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against any job applicant or employee because of race, color, creed, sex, nationality or political belief, nor shall the Employer or its agents nor the Union, its agents or members, discriminate against any employee because of his/her membership or non-membership in the Union.

Section 3: The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any said group or organization regarding those employees set forth in Section 1 of this article.

Section 4: The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity on the Employer's time or premises.

Section 5: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or in the alternative elect to pay the agency shop fees. It is further understood and agreed by and between the parties to this Agreement that all employees of the Employer covered by this Agreement who are not members of the Union in good standing on the effective date of this Agreement, shall within thirty (30) days become members in good standing or agree to contribute an amount equal to the monthly dues to the Union for purposes of recognizing the Union as their agent. For those employees who are employed after the effective date of this Agreement, it is understood and agreed by and between the parties that said employees shall, upon the completion of their probationary period, either become members of the Union in good standing or in the alternative elect to contribute an amount equal to the monthly dues to the Union for purposes of recognizing the Union as their agent.

- (a) 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.
- (b) In the event the Union refuses to accept any person so hired as a member, said person may continue in employment.
- (c) It shall be the responsibility of the Union to notify the Employer in writing of violation by any employee of the provisions of this article, and request termination of his/her employment because of this violation.

Such notice must be given within thirty (30) calendar days from the date the employee completed probation. This notice shall notify the Employer that the employee has failed to comply with the terms of this article and failure to comply with notification will waive the Union's rights in regards to termination of the employee. The Employer shall have the right thereafter to give the employee thirty (30) calendar days notice prior to his/her termination for violation of the provisions of this article.

- (d) The Union further agrees to hold harmless and indemnify the Employer for all expenses and back wages in the event it is determined by a competent authority, either through arbitration or through the courts, that the Employer did at the request of the Union, wrongfully discharge any individual as a result of the provisions contained in this article.

ARTICLE III - RIGHTS OF THE BOARD OF EDUCATION

Section 1: The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative activity of its employees during the employees' working hours.
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- (c) To determine work load, hours of employment, and the duties, responsibilities, and assignment of employees covered under this Agreement.

Section 2: The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the Board of Education, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof are not in conflict with the constitution of the laws of the State of Michigan, and the constitution and laws of the United States.

Section 3: The Board of Education has the right to change its policies, including those policies which affect salaries, fringe benefits, and other terms and conditions of employment, if such changes do not conflict with the terms of the Agreement.

ARTICLE IV - NEGOTIATIONS PROCEDURE

Section 1: 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 2: The Union agrees to indemnify and save the Board, and including each individual school board member, all administrators and supervisors harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and

all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

ARTICLE V - PROBATIONARY EMPLOYEES

Section 1: All new employees shall be probationary employees until they have completed sixty (60) working days for the Employer. The purpose of the probationary period is to give the Employer an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes which will qualify him/her for regular employee status.

Section 2: Probationary employees will have none of the rights and privileges extended by virtue of this Agreement except those pertaining to the wage schedule.

Section 3: During the probationary period, the employee shall have no seniority status and may be laid off or terminated in the sole discretion of the Employer without regard to his/her relative length of service.

Section 4: Upon satisfactorily completing his/her probationary period, the employee's name shall be entered on the seniority list as of his/her most recent date of hire; unless, during such probationary period, the employee had been absent from work, in which case such employee's name shall be entered on the seniority list as of sixty (60) working days prior to the completion of the probationary period.

ARTICLE VI - CHECK-OFF

Section 1: For those employees who are members of the Union and those who authorize deductions and who properly execute payroll deduction authorization cards, the provisions of which must conform to the legal requirements of such authorization cards, the Employer agrees to deduct from their first (1st) pay check each month the regular monthly Union dues or a like amount certified to the Employer by the Union and remit the same to the Union on or before the fifteenth (15th) day of each month following that which deductions were made.

Section 2: The Employer shall be free from any liability by reason thereof to those employees whose dues are so deducted.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as an alleged violation of the meaning, interpretation or application of a specific article or section of this Agreement.

Section 2: If any grievance arises, there shall be no stoppage or suspension of work because of such grievance.

Section 3: STEP ONE. Any grievance or complaint shall be discussed with the supervisor for settlement. Any employee or group of employees who have any grievance may be accompanied by their steward, if so desired, and must submit it to the supervisor within two (2) regularly scheduled working days after the occurrence of the event upon which the grievance is based. The supervisor shall investigate and advise the grievant of the disposition of the complaint within two (2) regularly scheduled working days after it has been made to him/her. Any grievance filed without this initial informal conference or not filed within five (5) working days of the occurrence shall be considered by all parties as null and void. In the event the complaint is not satisfactorily settled in this manner, the following procedure shall apply:

- (a) If an employee is absent and upon returning to work becomes aware of an alleged violation, the employee must complete STEP ONE within the time limits as established in Section 3: STEP ONE.

Section 4: STEP TWO. To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, must be signed by the employee who is filing the grievance and must be presented to his/her supervisor within five (5) regularly scheduled working days after the occurrence of the event upon which it is based. The supervisor shall give a written answer to the aggrieved employee within two (2) regularly scheduled working days after receipt of the written grievance. If the answer is mutually satisfactory, the employee or his/her steward shall so indicate it in writing, giving one (1) copy of the settled grievance to the supervisor.

Section 5: STEP THREE. If the grievance has not been settled at Step Two, and if it is to be appealed to Step Three, a written notice of such appeal must be served upon the Superintendent or designated representative within two (2) regularly scheduled working days after receipt by the steward and/or the employee of the supervisor's Step Two answer. The Union's representative and the Superintendent and/or designee shall meet to consider the grievance within ten (10) regularly scheduled working days after the Superintendent receives notice of appeal to this step. The Superintendent or designated representative shall give the Union's representative a written answer to the grievance in triplicate

within five (5) regularly scheduled working days after the date of such meeting.

Section 6: STEP FOUR. If, at this point, a grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to the Board of Education provided such submission is made within fifteen (15) calendar days after receipt by the Union of the Employer's Step Three answer. If the grievance has not been submitted to the Board of Education within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Union. The Board of Education shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of the Board of Education in their judgment to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. All presentations of grievances under this step shall be made to the Board of Education in an executive session at which both the employee and his/her representative or representatives and the administrators or supervisors concerned are present.

Section 7: STEP FIVE. If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, providing such submission is made within fifteen (15) calendar days after receipt by the Union of the Board of Education's Step Four answer. If the grievance has not been submitted to arbitration within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Union. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his/her own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union.

Section 8: Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to be withdrawn by the Union. If the Employer fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

- (a) It is understood and agreed that the time limits specified in this grievance procedure may be extended by agreement between the Employer and the Union.
- (b) It is understood and agreed that any step of the grievance procedure may be waived by agreement between the Employer and the Union.

ARTICLE VIII - DISCHARGE CASES

Section 1: In the event an employee under the jurisdiction of the Union shall be discharged from his/her employment from and after the date hereof and he/she believes he/she has been unjustly discharged, such discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the immediate supervisor or designee within two (2) regular scheduled working days after such discharge. Such grievances shall be processed starting at the Second Step of the grievance procedure.

- (a) All discharges shall be verified in writing to the employee with a copy of such discharge being directed to the Union.

Section 2: In the event it should be decided under the grievance procedure that the employee was unjustly discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay less such compensation as he/she may have earned at other employment during such period.

Section 3: The Employer shall have the right to discharge employees for stated and just cause. Some examples which could result in discipline, suspension and/or discharge may be included in, but not limited to the following: chronic poor attendance or tardiness, insubordination, drinking or possessing any alcoholic beverage on Employer's premises, incompetency or inefficiency and violation of policies, rules and regulations as adopted by the Board of Education.

Section 4: The Employer shall develop a procedure in the event it is necessary to invoke disciplinary action. This pamphlet shall be entitled "CORRECTIVE DISCIPLINE" and shall be made known to the employees of the Union. The administration/supervisor(s) shall follow the procedure as outlined below.

- (a) Generally, disciplining an employee will progress through the following steps:
 - (1) Oral reprimand - notification to steward

- (2) Written reprimand - copy to employee and steward
 - (3) Suspension - first suspension: 1, 2, 3, or more days depending on severity of disciplinary infraction
 - (4) Dismissal - shall use ARTICLE VIII, Section 3
- (b) When the Employer considers invoking disciplinary action, the Employer shall consider the last disciplinary step used in the previous twelve (12) months for the same or similar offense as the step from which to proceed.

ARTICLE IX - HOURS OF WORK

Section 1: The normal work day shall consist of eight (8) consecutive hours, excluding the lunch periods, and the normal work week shall consist of forty (40) hours. The normal work week shall consist of five (5) days beginning at 10 p.m. on Sunday. However, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work per day or forty (40) hours of work per week. However, any change in the current practice shall be the subject of a labor management meeting called for that purpose.

Section 2: Overtime rates will be paid as follows:

- (a) Time and one-half shall be paid for all time worked in excess of forty (40) hours in one (1) work week.
- (b) No employee shall be called upon or required to lay off during his/her regular hours to equalize time on account of having worked overtime.
- (c) All hours worked or not worked but paid for on holidays shall be used for computing overtime.
- (d) The employee will be paid two (2) times the base pay for all hours worked on a Sunday.

Section 3: Overtime shall be divided as equally as possible according to the following:

- (a) Among employees within the building according to seniority provided they are able to perform such tasks and duties.
- (b) Among maintenance personnel according to seniority.
- (c) Among employees in the system according to seniority.

A calling list will be prepared from the availability list subject to Exhibit "A" of this Agreement. The employee shall be given a two (2) working day notice except in cases of emergency.

Section 4: Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours, the employee shall receive pay for the actual time worked or a minimum of two (2) hours of pay at his/her straight-time hourly rate, whichever is the greater.

Section 5: Employees will be allowed a one-half (1/2) hour lunch period without pay at or near the midpoint of their scheduled shift as designated by the Employer. A one (1) hour lunch period without pay may be granted to an employee by the supervisor providing this lunch period does not interfere with the working schedule. Such request shall be in writing and remain on file for the duration of this Agreement. If the employee's status should change during this period, the employee may ask to have such request removed.

Section 6: Employees will be permitted to take a ten (10) minute break period during the first one-half (1/2) of their shift and a ten (10) minute break period during the last one-half (1/2) of their shift at a time designated by the Employer.

Section 7: When school is canceled because of inclement weather second and third shift employees can request to work first shift. The supervisor may grant these requests based on, but not limited to, school security and scheduled building events.

ARTICLE X - HOLIDAYS

Section 1: All employees shall be entitled to eight (8) hours at straight time pay for the following holidays even though no work is performed: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. In addition these employees shall be entitled to have one (1) day off before or after Christmas and one (1) day off before or after New Year's and receive eight (8) hours straight time pay upon the following conditions:

- (a) If Christmas and New Year's Day fall on Monday or Thursday, the employee will receive the day after these holidays off with pay as above specified.
- (b) If Christmas and New Year's Day fall on Tuesday, Wednesday, Friday or Saturday, the employee will receive the day before these holidays off with pay as above specified.

- (c) If Christmas and New Year's Day fall on Sunday, the employee will be off the preceding Friday and the day after Christmas/New Year's (Monday) with pay.
- (d) When Christmas and New Year's fall on Sunday, the Employer will not be obligated to pay the employee holiday pay for the day before Christmas and the day before New Year's.
- (e) If July 4th falls on Saturday, the employee will receive the preceding day (Friday) off with pay.

Section 2: If Martin Luther King, Jr.'s birthday shall be declared a day whereby students and staff are not required to be present, employees shall receive the day off with pay.

Section 3: Employees required to work on any of the above named holidays shall receive two (2) times the base rate for all hours worked in addition to the regular holiday pay.

Section 4: If an employee is on vacation on any of the above-named holidays, he/she shall be entitled to an additional day off with pay for the holiday or shall receive eight (8) hours of pay for the holiday.

Section 5: Employees absent because of illness on the day before or after the holiday may at the Employer's discretion be required to submit written medical proof of illness to receive holiday pay. All other employees must work the day before and the day following such holiday in order to receive holiday pay.

ARTICLE XI - VACATIONS

Section 1: Permanent, full-time employees within the bargaining unit: building leader, maintenance, bus mechanic and custodial classifications who have completed their probationary period shall receive vacation with pay.

Section 2: At the end of working a full contract year the employee will be entitled to vacation as follows:

Five (5) days at the end of the first full contract year
Ten (10) days at the end of the second full contract year
Fifteen (15) days at the end of the seventh full contract year
Twenty (20) days at the end of the fifteenth full contract year

- (a) For purposes of bookkeeping the days will be converted to hours.

Section 3: An employee who starts after July 1 will receive vacation prorated from the date after completing the probationary

period to the end of the contract year. The proration will be based on the first full contract year's vacation as stated in Section 2.

Section 4: Vacation is earned in the current contract year and used in the next contract year.

Section 5: Employees shall be granted their vacation pay at the time vacation is taken. The rate of pay for vacations shall be based on wages earned during the preceding fiscal school year.

Section 6: Paid vacations shall not be cumulative from year to year, but must be taken between July 1 and June 30, the fiscal year. There must be at least one (1) month between vacation time earned between any two (2) years.

- (a) The Employer shall determine the number of employees, if any, who can be spared for vacation purposes at any one time.
- (b) Employees shall be required to submit to the Employer a written request indicating their proposed time off for vacation purposes at least one (1) pay period prior to the start of such anticipated vacation. If there are two (2) or more employees who request the same vacation time off and both, or all, cannot be spared at such time, consideration will be given to date of application and/or to the employee with the greatest seniority.
- (c) The employee must take time off for vacation time that has been earned.

Section 7: If an employee, who is otherwise eligible for vacation with pay, quits or is discharged during a contract year such employee will be entitled to receive pay for any unused vacation pay earned in the previous year and any prorated days earned in the current contract year. The vacation pay will be included in the employee's final payroll check.

Section 8: An employee will not be allowed to take more than ten (10) days of vacation at one time unless just cause can be presented to the Employer. Application for additional time shall be made in writing to the supervisor.

ARTICLE XII - PAID SICK LEAVE

Section 1: Each employee after completing the probationary period shall earn sick leave at the rate of one (1) day for each month worked. An employee who uses seven (7) days or less sick leave in the contract year will be awarded one (1) additional day sick leave

for the next contract year. Unused sick leave shall accumulate to a maximum of one hundred (100) days.

- (a) Sick leave will be credited to all employees on July 1 of each year with the understanding that sick leave cannot be used in advance of being earned.
- (b) For purposes of bookkeeping the days will be converted to hours.
- (c) Sick leave may be taken in hourly segments if requested by the employee and approved by the supervisor.

Section 2: Earned sick leave may be used by the employee in case of necessary absence due to personal illness. Additionally, sick leave may be used for illness in the immediate family to include spouse and dependent children living in the household. The purpose of this section is to provide the employee an opportunity to care for illness in the employee's immediate family in case of emergency. Unless such illness is serious or critical, the employee is expected to make arrangements for the care of a family member following the first twenty-four (24) hours of such illness. Additional sick leave beyond twenty-four (24) hours may be granted by the Superintendent or designee. Such permission shall not be unreasonably withheld. Sick leave granted in this section will be in accordance with the provisions in Section 3.

Section 3: Employees covered under this Agreement will receive full pay for the first five (5) days of sick leave usage and days will be deducted from the employee's sick leave accumulation in the same manner. On the sixth (6th) day and each day thereafter during the contract year each sick leave day used will be paid at fifty percent (50%) of the employee's daily wage while a full day will be charged against the employee's sick leave accumulation. The 50% pay provision will not apply if the employee is hospitalized a minimum of twenty-four (24) hours or has outpatient surgery which would prohibit the employee from performing his/her regularly assigned duties.

- (a) During the first year of this Agreement (July 1, 1992 through June 30, 1993) Section 3 will not apply to employees who maintain accumulated sick leave of 45 days or more.
- (b) Beginning July 1, 1993 and thereafter Section 3 will not apply to employees who maintain accumulated sick leave of 50 days or more.

Section 4: Employees absent because of illness and who are under a physician's care must present certification prior to returning to work.

Section 5: An employee who is under the care of a physician or is on medication shall be required to have periodic medical checks. A record of these reports will be kept in the central office.

ARTICLE XIII - FUNERAL LEAVE

Section 1: A funeral leave shall be granted without loss of pay for a period of not to exceed two (2) working days to attend the funeral of a member of the employee's immediate family, to include: the employee's present spouse, son, daughter, father or mother. Three (3) additional working days may be taken for a funeral leave for the above named relatives, such three (3) days to be deducted from the employee's accumulated sick leave.

Section 2: A funeral leave shall be granted with pay for a period of not to exceed three (3) working days to attend the funeral of an employee's immediate family, to include: brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, uncle, aunt, grandparents and grandchildren. This time shall be deducted from the employee's accumulated sick leave.

Section 3: A funeral leave of one (1) working day with pay shall be granted to attend the funeral of an employee's close friend. This time shall be deducted from the employee's accumulated sick leave.

ARTICLE XIV - STRIKES AND LOCKOUTS

Section 1: The Union agrees that, during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a strike, slowdown or any other concerted interference with the operations of the Employer. The Employer agrees that it will not lock out the employees.

Section 2: Any employee, group of employees or Union steward who instigates, aids or engages in a strike, slowdown or any other concerted interference with the operations of the Employer may be disciplined or discharged within the sole discretion of the Employer.

ARTICLE XV - SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous service with the Employer since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he/she has not quit or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned

by authorized leaves of absence, vacations, sick or accident leaves or layoffs for lack of work except as hereinafter provided.

Section 2: Upon the execution of this Agreement, an up-to-date seniority list shall be prepared by the Employer and presented to the Union within five (5) days after the execution. Thereafter, an up-to-date seniority list shall be prepared and presented to the Union every twelve (12) months. In compliance with this provision, it shall be deemed to have been accomplished if the Employer gives the steward and financial secretary of the Union a copy of the seniority list.

- (a) Any objection to the seniority date as shown on any seniority list must be registered with the Employer by the affected employee within thirty (30) calendar days after such seniority list has been given to the Union.
- (b) When the seniority list is initially prepared or thereafter revised as is above provided, if two (2) or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed in respect to their first names.

Section 3: An employee's seniority shall terminate:

- (a) If the employee quits or is discharged for just cause.
- (b) If, when notified by certified mail prior to the start of the school year, the employee fails or refuses to advise in writing of his/her intent to return to work or not to return to work within one (1) calendar week after receipt of such recall notice.
- (c) When, following a layoff for lack of work (other than the case referred to in subsection [b] above), the employee fails or refuses to notify the Employer, within forty-eight (48) hours after receipt of the recall notice sent by certified mail, of his/her intent to return to work and unless he/she actually returns to work within three (3) regularly scheduled working days after receipt of such recall notice.
- (d) If the employee is absent for three (3) consecutive regularly scheduled working days without notifying the Employer within such three (3) day period of a justifiable reason for such absence.
- (e) If the employee fails to return to work immediately upon the expiration of a leave of absence or any extension

thereof or accepts employment elsewhere while on a leave of absence which would preclude him/her from performing his/her responsibilities and duties for the Employer.

- (f) When the employee has been laid off for lack of work for a continuous period of time in excess of twelve (12) consecutive months.

Section 4: When it becomes necessary to lay off employees due to lack of work or to reduce the size of the work force within classifications, part-time and probationary employees shall be laid off first. Among employees with seniority, the employee with the least seniority within a classification shall be first to be laid off for lack of work provided always that the remaining employees are available, qualified and have the then-present ability and physical fitness to satisfactorily perform the work of such laid-off employee without training. If there is no available senior employee meeting these requirements, then the employee with the least seniority in the bargaining unit whose job can be satisfactorily performed by an available employee without trial or training shall be the one laid off.

- (a) When recalling employees within classifications following a layoff for lack of work, the laid off employee with the most seniority who is qualified and has the then-present ability and physical fitness to satisfactorily perform the work shall be the first employee recalled.
- (b) An employee on scheduled layoff shall have the right to displace a lesser seniority employee who is in a classification previously held by the employee; provided, the seniority employee is qualified to hold the position held by the lesser seniority employee.

Section 5: Any employee who has been or in the future is promoted from the bargaining unit to a supervisory position or other job with the Employer outside of the bargaining unit shall continue to accumulate and retain his/her seniority. If subsequently, such employee elects to return to a job in the bargaining unit or is removed by the Employer from such supervisory or other job for reasons other than those which would justify discharge under the provisions of this Agreement, such employee shall be permitted to return to the bargaining unit.

Section 6: When a new job is created, the Employer will establish a new classification and rate and notify the Union of such new job. In the event the Union does not agree with the description and rate, it shall notify the Employer within thirty (30) calendar days after the new classification and rate are established and such matters shall be subject to negotiation between the parties to begin within fifteen (15) days after notification.

ARTICLE XVI - LEAVES OF ABSENCE

Section 1: An employee who has completed the probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period of not to exceed thirty (30) regularly scheduled working days in any calendar year, provided the employee obtains advance written permission from the Employer and can be spared from work for that purpose. Applications for such leave must be in writing on the form provided by the Employer. Leaves of absence will not be given for the purpose of enabling any employee to work for another employer or to engage in any form of self-employment and any employee who obtains a leave of absence by misrepresenting the purposes thereof shall be discharged.

Section 2: An employee who, because of illness or accident which is noncompensable under the Workers' Compensation Law, is physically unable to report for work shall be given a leave of absence without pay and benefits and without loss of seniority for the duration of such disability, provided the employee promptly notifies the Employer of the necessity therefor and provided further that he/she supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.

Section 3: 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.

Section 4: Leaves of absence without pay 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 requests for such leaves of absence immediately upon receiving their orders to report for such duty.

Section 5: Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require the employee's absence from his/her work shall be granted a leave of absence for the term of such office and shall accumulate seniority during his/her term of office and at the end of such term shall be entitled to resume his/her regular seniority status and all job and recall rights.

- (a) If any employee of the bargaining unit is granted a leave of absence as per Section 5, the employee shall not receive any benefits during said leave of absence.

Section 6: An employee who is taking a leave of absence or receiving benefits under Workers' Compensation shall not earn sick leave days.

Section 7: An employee on leave of absence without pay is considered on the inactive payroll and is not entitled to the benefits under this contract with the exception as noted in sub (a).

- (a) If an employee has accumulated in excess of one hundred ninety-two (192) hours sick leave, the Employer shall pay benefits for a period of not to exceed thirty (30) calendar days after the employee has exhausted his/her sick leave.

Section 8: Any employee whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as may be necessary for complete recovery from such illness except the limit of such leaves shall be one (1) year from the last day the employee worked.

- (a) Application for leave of absence must be submitted to the supervisor's office for approval prior to the starting date of such leave.
- (b) The Employer may require verification from a competent medical authority of the Employer's choice as to the need of employee for such extended leave. Upon return from an illness leave of absence the Employer shall have the right to require a verification from a competent medical authority of the Employer's choice as to the employee's fitness to return.

Section 9: Upon written application and approval by the Employer, a child care leave of up to one (1) year may be granted without pay or benefits. An extension may be granted provided a written request is submitted sixty (60) days prior to the scheduled end of the leave. An employee adopting a child may receive a similar leave.

ARTICLE XVII - LEAVES WITH PAY

Section 1: Employees shall be eligible to receive two (2) personal business days each year of this Agreement (non-accumulative) providing the following conditions are met:

- (a) The day(s) shall not be used for recreational purposes, shopping or job interviews, nor shall it be used the day prior to or the day following a vacation period or holiday. The day(s) may be used only for personal

business that must be conducted during the employee's work hours.

- (b) The employee may use one (1) personal business day on his/her birthday. When a personal business day is utilized in this manner subsection (a) will not apply.
- (c) The employee completes an application on a form provided by the Employer (see EXHIBIT B) five (5) days prior to use and forward this form to the supervisor.

Section 2: The employee must give reason to the supervisor prior to use of the second personal business day.

ARTICLE XVIII - WAGES AND HOURS

Section 1: The job classifications and applicable rates of pay are set forth in APPENDIX A, Schedule A, attached hereto and shall remain in full force and effect for the duration of this Agreement.

Section 2: For the purpose of this Agreement, the week shall be the calendar week and the day shall be the calendar day.

ARTICLE XIX - SAFETY AND HEALTH

Section 1: As a condition of employment, all employees must satisfactorily pass a pre-employment physical examination and, following employment, may thereafter be required to satisfactorily pass an annual physical examination given by a physician designated by the Employer. Employees shall also be required to satisfactorily pass required examinations for tuberculosis. The aforementioned examinations shall be at the expense of the Employer.

Section 2: Employees must immediately report to the supervisor all accidents or injuries sustained by students or themselves or in which the vehicle entrusted to them is involved. Employees shall be required to fill out report forms made available by the Employer.

Section 3: The Employer shall make reasonable provisions for the safety and health of its employees while performing their duties during the hours of their employment and shall furnish such protective devices or equipment as is reasonably required thereby. Every employee shall observe all safety rules and shall use such safety devices or equipment as is required thereby. Any infraction of any safety rule or failure to use such safety devices or equipment shall subject the employee to disciplinary action including discharge.

Section 4: The Employer agrees to contact the State of Michigan Department of Labor in an effort to determine safety standards that are necessary for the safe operation of the schools.

Section 5: A first aid kit will be provided in each building for the use of the Union personnel assigned to the buildings.

Section 6: The Employer will pay for the cost of eye examinations if requested by the Employer and further will furnish approved face and eye protection for those employees working in hazardous areas.

Section 7: Two (2) representatives from the Union and two (2) from the Employer will meet a minimum of two (2) times each year to discuss matters of safety.

ARTICLE XX - TRANSFER AND PROMOTIONAL PROCEDURE

Section 1: When a new job is created or permanent vacancy occurs in an existing job within the custodial, maintenance or mechanical classifications, the Employer shall notify the Union or its designated representative who shall, within two (2) regularly scheduled working days, advise the Employer's representative in writing of those employees within these classifications, if any, who desire such job. From among those expressing such desire, the Employer shall select the most senior employee who has the then-present qualifications and ability to satisfactorily perform the work. The Employer shall decide the qualifications of the position. Employees accepted for promotion or transfer shall be required to complete a sixty (60) working day probationary period at the regular rate of pay for the job classification. In the event, from among those expressing a desire for such assignment, the most senior employee is not selected by the Employer, he/she shall be advised of the reasons by the Employer in writing.

- (a) It is expressly understood that the Employer reserves the right to disqualify an employee for reassignment to a building in which a permanent vacancy exists or switch building assignments at any time when, in the Employer's judgment, the safety and/or welfare of the school children requires such action.
- (b) It is expressly understood that if, in the judgment of the Employer, there are no employees who satisfy the requirements for assignment to such jobs, new employees may be hired therefor.
- (c) It is also understood and agreed that the Employer shall have the right to temporarily transfer custodial and maintenance employees from one building to another when, because of absenteeism or when it is necessary to readjust assignments to properly maintain the physical

plant and other facilities. It is understood and agreed that if an employee is temporarily transferred for the convenience of the Employer under the provisions of this subsection, such employee shall suffer no reduction in pay by reason of such temporary transfer. Temporary transfers shall not exceed thirty (30) days in each six (6) months period except in cases of emergency and during non-school time in which case time limits are not applicable.

ARTICLE XXI - JURISDICTIONAL WORK

Section 1: Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency except nothing contained herein shall preclude non-bargaining unit employees from performing bargaining unit work to the extent that is presently being done.

ARTICLE XXII - GENERAL

Section 1: Any license required for continued employment must be kept valid and up to date and shall be available for inspection at all times. The cost of the license shall be the responsibility of the employee.

Section 2: Should any part of this Agreement be rendered or declared invalid by reason of any existing legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Section 3: Employees shall be required to keep the Employer informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his/her last address on record with the Employer shall constitute notice to the employee of the contents of such communication.

Section 4: After presentation of proper credentials to the Superintendent or designated representative, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances; provided, that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

Section 5: Nothing contained herein shall preclude the Employer from contracting out or subcontracting that work which, in its opinion, it does not have the manpower, equipment or facilities to perform or which, in its judgment, it cannot economically and/or practically perform with the existing work force.

- (a) It is understood and agreed that this clause shall not be used to reduce the present work force nor to discriminate against any member of the Union.
- (b) In the event subcontracting is performed under this article, the Employer shall notify the Union whenever possible.

Section 6: It shall be the responsibility of the employee to give sufficient notice (two [2] hours minimum) to his/her supervisor in the event that said employee is unable to report for work; except for excusable reasons, the following procedures will be followed during the contract year.

- (a) The first violation of this section will warrant a verbal warning by the supervisor.
- (b) The second violation shall bring a written warning to the employee; a copy presented to the employee and a copy to be placed in the employee's personnel file.
- (c) The third violation of this section shall constitute a one (1) day suspension without pay to the employee who violates said Section 6.

Section 7: Any employee temporarily transferred shall be paid either the rate of the position from which he/she is transferred or the rate of the position to which he/she is transferred, whichever is higher.

Section 8: This Agreement supersedes and cancels all previous Agreements and past practices between the Employer and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 9: Copies of this Agreement shall be prepared, and the expense shall be borne equally by the Employer and the Union.

Section 10: Whenever the words are used in this Agreement, "regularly scheduled working days," they shall be defined as those days which are scheduled for work as described in Article IX, Section 1.

Section 11: Supervisor when used herein shall be defined as the supervisor of custodial and maintenance personnel.

Section 12: The Employer will provide bulletin boards in each of the custodial quarters within the school buildings and shall post the Board policies, rules and regulations which are applicable to the Union personnel.

Section 13: The steward and alternate steward shall receive copies of all disciplinary actions.

Section 14: If severe weather is present and an emergency is declared by an appropriate person or agency, the employees are not expected to report to work and will receive pay. Exceptions to this practice may be granted by the supervisor. These exceptions may include, but not be limited to; asking some personnel to report to work to assist (in which case the individuals would receive time off).

ARTICLE XXIII - DURATION

Section 1: This Agreement shall become effective as of the 1st day of July, 1992 and shall remain in full force and effect until the 30th day of June, 1995 and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 17th day of August, 1992.

THE INTERNATIONAL UNION
OF OPERATING ENGINEERS,
LOCAL NO. 547, AFL-CIO

PAW PAW BOARD OF EDUCATION

Date

Date

APPENDIX A

Schedule A

Section 1: Minimum rates of pay shall be established as follows:

<u>Classifications</u>	<u>Eff. 7/1/92</u>		<u>Eff. 7/1/93</u>		<u>Eff. 7/1/94</u>	
	<u>Prob.</u>	<u>Req.</u>	<u>Prob.</u>	<u>Req.</u>	<u>Prob.</u>	<u>Req.</u>
Custodian	8.39	8.65	8.60	8.87	8.86	9.14
Bldg. Leader	8.74	8.96	8.96	9.18	9.23	9.46
*Maint. II	8.89	9.11	9.11	9.34	9.38	9.62
**Maint. I	9.03	9.24	9.26	9.47	9.54	9.75
***Maint./Cust. Work Leader	9.17	9.42	9.40	9.66	9.68	9.95
Bus Mechanic	9.95	10.19	10.20	10.45	10.51	10.76

Section 2: Shift Differential

- (a) Employees regularly assigned to second shift shall receive an additional ten (10) cents per hour.
- (b) Employees regularly assigned to third shift shall receive an additional fifteen (15) cents per hour.
- (c) An employee substituting in a supervisory position in the absence of the Maintenance Director shall receive the Work Leader rate for such hours worked.

*Maintenance II -- must possess measurable skills and have general knowledge of custodial responsibilities; i.e. acquaintance with building upkeep, cleaning products and others. This person must have some specific skills in an area such as electrical, grounds upkeep, plumbing, carpentry. Additionally, this person would serve as a substitute in the event of absence of a custodian.

**Maintenance I -- this classification would include persons who possess job experience in a specific skill and be knowledgeable of practices and regulations relative to the skill. This person would be eligible for this classification three (3) years from their date of employment in Maintenance II. The following would be considered prior to elevating this person into this classification: (1) a recommendation by the supervisor, (2) past work experience, (3) dependability and cooperation, (4) job performance.

***Maintenance/Custodial Work Leader -- job description to be determined by Employer.

APPENDIX A

Schedule B

Section 1: Insurance Subsidy

- (a) Upon acceptance of written application, the Employer agrees to contribute a monthly subsidy for the purchase of health insurance for each full time employee in amounts listed below. The premium amount shall be provided only for employees who qualify for such coverage.
 - (1) Effective September 1, 1992 through June 30, 1994 (premium paid in June) the Employer will provide the full cost of health insurance.
 - (2) Effective July 1, 1994 (premium paid in June) the Employer and the employee will share equally any increase in premium up to 10%. The Employer will pay for any increase in excess of 10% of the premium.
- (b) The Employer shall determine the insurance carrier; Physicians Health Plan-Plus, or an equivalent plan.
- (c) The employee may choose an \$100 monthly subsidy to purchase insurance options and/or tax deferred annuity approved by the Employer in lieu of health insurance coverage listed in sub (a) above. An employee who elects this subsidy must sign a statement which holds harmless the Employer from any resulting tax liability.
- (d) Part time employees will receive prorated subsidies provided in subs (a) and (c) above.

Section 2: Dental Insurance

- (a) Upon acceptance of written application, the Employer agrees to provide a dental program for each full time employee. The dental program shall be identified as: MEBS 388, GROUP 02-CUSTODIANS.
- (b) All benefits, definitions and terms shall be in accordance with the master policy between the Employer and the insurance carrier.
- (c) The Employer shall determine the insurance carrier.
- (d) The cost of this dental insurance shall be borne by the Employer on a self-funding basis with MEBS serving as the administrator of this plan.

Section 3: Life Insurance

- (a) The Employer shall pay the premium for term life insurance in the amount of \$10,000 for each full time eligible employee effective September 1, 1992.
- (b) Employees who have Employer provided term life insurance have a thirty-one (31) day conversion right upon termination of employment. Any employee electing the right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty-one (31) days of their last day of employment.
- (c) Employees newly hired by the Employer shall be eligible for Employer paid insurance premiums upon acceptance of written application by the insurance carrier(s) on the first day of the month following the month work commenced.
- (d) Changes in family status shall be reported by the employee to the bookkeeping office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Employer in their behalf for failure to comply with this paragraph.
- (e) The Employer agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder. To be eligible for the above mentioned coverage, employees must be able to perform the "at work" requirements with this Employer before benefits are effective.
- (f) The Employer retains the right to select the carrier(s) for the above mentioned programs provided the programs are comparable to those in effect at the time of ratification of this Agreement.

APPENDIX A

Schedule C

Section 1: The Employer will purchase uniforms for employees in the following classifications:

- (a) Maintenance/Custodial Work Leaders
- (b) Maintenance II
- (c) Bus Mechanic
- (d) Custodians

Section 2: Six (6) uniforms will be provided for each of the employees named in Section 1, sub (a), (b), and (c) above. Four (4) uniforms will be provided for each of the employees named in Section 1, sub (d) above.

Section 3: The Employer will consult with the Union concerning the type, color, and lettering of these uniforms.

Section 4: If employees have been provided uniforms and are transferred to a classification which does not allow uniforms, or leaves the employment of the Employer, the uniforms shall be turned in to the Employer.

Section 5: It shall be the responsibility of the employee to provide for the wash and care of the uniforms. It is further understood that the employees shall be required to wear uniforms during their work hours.

Section 6: The employee may use the uniform allowance to purchase other uniform related items subject to the supervisor's approval. A receipt presented to bookkeeping shall gain reimbursement.

EXHIBIT A

EMPLOYEE WAIVER OF OVERTIME WORK

I, the undersigned, am not available for overtime.

Check the appropriate box:

- Anytime
- Weekends
- Mondays
- Tuesdays
- Wednesdays
- Thursdays
- Fridays

It is understood that this Waiver may be revoked by the undersigned employee by giving a ten (10) working day written notice to the Employer.

Employee's signature _____

Date _____ Telephone No. _____

Supervisor's signature _____

Date _____

EXHIBIT B

NOTIFICATION OF USAGE OF PERSONAL BUSINESS DAY

Name: _____

Date leave to be taken: _____

I acknowledge that this Personal Business Day* is not being taken for any purpose prohibited by ARTICLE XVII, Section 1 of the AGREEMENT.

Signed: _____

Date submitted: _____

Approval by supervisor: _____

Date approved: _____

*May be taken in either one-half or whole days only

