

6/30/96

# AGREEMENT

BETWEEN THE

**PAW PAW PUBLIC SCHOOLS**

AND THE

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

**SECRETARIAL AND CLERK PERSONNEL**

**1993 - 1996**

*Paw Paw Public Schools*

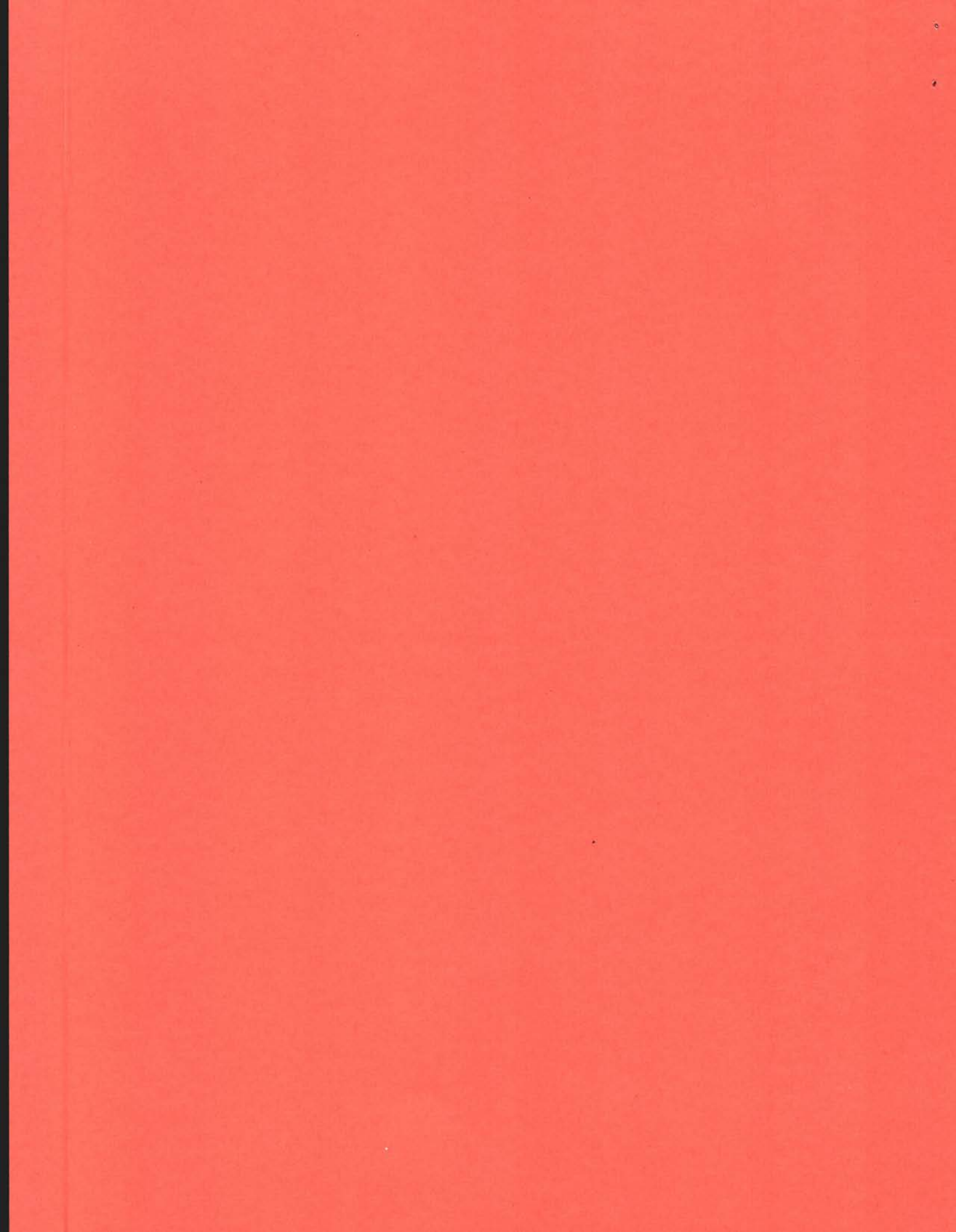


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**AGREEMENT**

between

**THE PAW PAW PUBLIC SCHOOLS**  
hereinafter referred to as the "Employer"

and

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**Local No. 547, 547A, 547B and 547C, AFL-CIO**  
hereinafter referred to as the "Union"

**ARTICLE I - UNION RECOGNITION**

**Section 1:** The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent as defined in Section II of the Act #379 of the Public Acts 1965 in the meaning of the Public Employment Relations Act for the duration of this Agreement.

**Section 2:** The term "employee" as used herein shall include all secretaries and clerks of the Employer. Excluded from this Agreement are the following personnel; supervisors, confidential employees, and all other school employees.

**ARTICLE II - UNION SECURITY AND CHECK-OFF**

**Section 1:** 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.

**Section 2:** 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.

**Section 3:** In the event the Union refuses to accept any person so hired as a member, said person may continue in employment.

**Section 4:** It shall be the responsibility of the Union to notify and request the Employer to terminate any employee for failure to comply with the provisions of this article.

**Section 5:** For those employees 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) paycheck 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 6:** The Union agrees to indemnify and save the board, including each individual school board member and 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 III - NON-DISCRIMINATION**

**Section 1:** The Employer and the Union both recognize their responsibilities under the Federal, State and local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of religion, race, color, national origin, age, sex, height, weight, or marital status.

### **ARTICLE IV - MANAGEMENT RIGHTS**

**Section 1:** It is expressly agreed that all rights which ordinarily vest in and have been exercised by the board of education, except those which are clearly and expressly relinquished herein by the board, shall continue to vest exclusively in and be exercised exclusively by the board without prior negotiations with the Union on either as to the taking of action under such rights with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustrations and not by way of limitation, the right to:



- (a) Manage and control the school's business, the equipment and the operations and to direct the working forces and affairs of the Employer.
- (b) Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
- (c) The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees so long as such action does not conflict with the seniority and layoff and recall provisions of this Agreement.
- (d) Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
- (e) Adopt reasonable rules and regulations.
- (f) Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- (g) Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- (h) Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- (i) Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

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

#### ARTICLE V - VISITATION

**Section 1:** Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

#### ARTICLE VI - STEWARDS

**Section 1:** The employee shall be represented by a steward or an alternate who shall be chosen or selected in a manner determined by the employees and the Union.

**Section 2:** 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 3:** In the event it is necessary for meetings to be held between the steward and the administration, the administration will make itself available to meet after work hours, within five (5) working days, if requested by the steward, or provide time during the normal work hours if it shall not be available during said after-work hours.

#### ARTICLE VII - SENIORITY

**Section 1:** A newly hired employee shall be on a probationary status for sixty (60) working days starting from and including the first day of employment. If any time prior to the completion of the probationary period the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer without appeal. Probationary employees who are absent during the sixty (60) working day probationary period shall work additional days equal to the number of days absent, and such employees shall not have completed their probationary period until these additional days have been worked.

**Section 2:** Seniority and benefits shall commence from date of employment. However, it is agreed between the parties that



benefits shall not be taken in advance of being earned during the probationary period.

**Section 3:** An agreed to seniority list shall be made available to each employee covered by this Agreement on or before July 1 of each year, if requested by the Union. Such list shall contain date of hire, employee's location and classification. Seniority and classification shall be as of date of entry into the classification.

**Section 4:** If because of a decrease in work or revenue, it becomes necessary to effectuate a decrease in staff during or at the conclusion of the school year, the Employer will so advise the affected employees as soon as possible after the necessity for such decrease in staff becomes apparent to the Employer. In the event of such reduction, employees with the greatest amount of seniority in the bargaining unit shall be the ones retained by the Employer provided the work assignment comes within the area of their qualifications and competencies.

- (a) If, during the period when such decrease of staff is in effect, it becomes necessary to fill a permanent vacancy, re-establish a position or add a new position, employees on layoff shall be recalled provided the work assignment comes within the area of their qualifications and competencies.
- (b) It is understood and agreed that if and when the staff is again increased following such layoff, employees will be recalled to work assignments in the reverse order of layoff insofar as the then current needs at any given time are within their known qualifications and competency.

#### **ARTICLE VIII - VACANCIES AND PROMOTIONS**

**Section 1:** Whenever a vacancy or new position occurs within the bargaining unit the Employer can modify the hours per day and work days per year as set forth in Appendix A. The Employer shall notify the Union of the vacancy in writing. Those employees wishing to apply for a vacancy or new position must inform the Superintendent or his designee in writing within ten (10) working days.

**Section 2:** An employee of the bargaining unit may apply for such vacancy provided notification in writing is submitted to the office of the Superintendent within the time limit specified in Section 1. Employees within the bargaining unit shall be given preference in accordance with their seniority, ability and qualifications to perform the work of the position. It shall be understood that part

of the consideration and qualifications shall be an ability for working together with mutual rapport.

**Section 3:** Any employee currently employed within the school when moving from one position to another will be placed on the same step of the salary scale of the new position.

#### **ARTICLE IX - HOURS AND WORK WEEK**

**Section 1:** The normal work day, work week, and work year shall be designated on an individual basis, as outlined in Schedule "A".

**Section 2:** Overtime rates will be paid as follows:

- (a) Time and one-half will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period and for all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.
- (b) Double time will be paid for all hours worked on Sunday.
- (c) No employee shall be required to take time off during the employee's normal work week in place of receiving any overtime compensation for any hours worked in excess of eight (8) hours in a twenty-four (24) hour period or for any hours worked in excess of forty (40) hours in one (1) work week. However, employees working overtime may take the overtime as payment or they may have the option of using the overtime as compensatory time providing the time is taken within the same pay period as earned and, further, that scheduling will permit the time off.

**Section 3:** Each employee covered by this Agreement shall receive a rest period during the first half of the shift and a rest period during the second half of the shift not to exceed ten (10) minutes in length for each period.

**Section 4:** Call back:

- (a) Whenever an employee is called into work during the employee's off-work schedule, the employee shall be compensated a minimum of two (2) hours pay at the employee's regular rate of pay.
- (b) Whenever an employee is called back to work after the completion of the employee's regularly scheduled working hours, the employee shall receive pay for the other hours worked at the rate of time and one-half or a minimum of two (2) hours pay at the employee's straight-time hourly rate, whichever is greater.

## ARTICLE X - HOLIDAYS

**Section 1:** The Employer will pay all employees their normal work day hours pay for the following holidays (in accordance with Schedule "A", Holidays) even though no work is performed by the employees, provided they are scheduled to work during the week in which the holiday falls and further that they work their scheduled day before and their scheduled day following the holiday: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, December 24th, Christmas Day and December 31st. Employees shall be entitled to receive holiday pay according to their holiday schedule, providing the employee is on an authorized leave not to exceed a five (5) working day period in which the holiday falls.

**Section 2:** The Employer will pay the employee for Martin Luther King, Jr.'s birthday if the schools are closed and state aid is received by the school district.

**Section 3:** Employees required to work on any of the above-named holidays shall be entitled to receive time and one-half for the hours worked on these holidays.

**Section 4:** For purposes of clarification of "scheduled day" in Section 1 above, sick leave shall be considered as a work day.

## ARTICLE XI - GENERAL

**Section 1:** The Employer shall pay the cost of the employees' required T.B. test, x-ray and physicals if required by the Employer.

**Section 2:** If employees are authorized to use their personal vehicle for school use, they will be reimbursed at the rate authorized in Board Policy #N-4033.

**Section 3:** Copies of this Agreement shall be prepared and the expense shall be borne equally by the Board and the Union.

**Section 4:** 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 during the term of this Agreement.

- (b) In the event subcontracting is performed under this article, the Employer shall notify the Union whenever possible.

#### ARTICLE XII - JURY DUTY

**Section 1:** 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 an appearance for service, less any compensation for such jury duty. This will not include expenses for travel and/or reimbursement for other expenses.

**Section 2:** When the administration deems necessary, the employee will cooperate in seeking to be excused from such service.

#### ARTICLE XIII - NON-SCHOOL DAYS

**Section 1:** Act of God days shall be defined as those days when students are not in session because of conditions not within the control of school authorities, such as severe storms, fires, epidemics or health conditions.

**Section 2:** In the event that all employees of the district are instructed to stay home due to an emergency, all employees of the Union will be paid.

**Section 3:** If school is closed because of inclement weather, the following options shall be considered:

- (a) All 230 day employees may report to work providing this meets with the approval of the immediate supervisor, or opt for Section 4 below.
- (b) Employees working less than 230 days will not report to work unless instructed by the immediate supervisor.

**Section 4:** During the first year of this Agreement (1993-94) the Employer will pay sixty percent (60%) of the employee's daily wage for two (2) inclement weather days providing the employee does not work. Beginning in 1994-95 the Employer will pay one hundred percent (100%) of the employee's daily wage for two (2) inclement weather days. When an employee reports to work in accordance with Section 3, the employee will receive their regular rate of pay for actual hours worked in addition to the 100% inclement weather pay.

#### ARTICLE XIV - HEALTH INSURANCE/OPTIONS

**Section 1:** The Employer agrees to contribute a monthly subsidy for health insurance/options in amounts as outlined in Section 2 of this article and as noted in APPENDIX A, Schedule A.

**Section 2:** Premiums will be prorated based upon the hours worked with 1800 hours equaling 1.0.

**Section 3:** Premiums equivalent to the rates listed in Article XIV, Section 2, may be used for options available through the insurance carrier\* for those employees not taking full family insurance. Options as listed by the carrier shall be limited to:

- (a) Hospital Confinement Indemnity Insurance
- (b) Short Term Disability Income Insurance
- (c) Long Term Disability Income Insurance
- (d) Supplemental Term Life Insurance
- (e) Dependent Life Insurance
- (f) Survivor Income Insurance
- (g) Annuities

\*Except annuities which may be purchased from carrier as per Board Policy #3930.

**Section 4:** To be eligible for insurance the employee must make written application on forms provided by the Employer.

**Section 5:** All benefits, definitions and terms shall be in accordance with the master policy between the Employer and the insurance carrier.

#### **ARTICLE XV - GRIEVANCE PROCEDURE**

**Section 1:** Definition: A grievance shall be an alleged violation, misinterpretation, or misapplication of the expressed terms of this Agreement.

**Section 2:** STEP ONE. An employee having a grievance shall present it orally to the immediate supervisor within five (5) working days of said infraction so that the two parties may discuss the grievance. If the grievance is not settled orally, the grievance shall proceed to Step Two.

**Section 3:** STEP TWO. The steward may then, within twenty-four (24) hours, submit the grievance in writing to the administrator. The administrator shall give his/her decision in writing within forty-eight (48) hours of the meeting with the steward and the employee. If the grievance is not settled at this Step, the Employer shall be notified within forty-eight (48) hours. If the decision is not acceptable, the grievance shall proceed to Step Three.

**Section 4:** STEP THREE. Any appeal of a decision rendered by the administrator shall be presented to the Superintendent within five (5) working days of the receipt of the written decision of the administrator. The appeal shall be in writing stating the reason or reasons why the decision of the administrator was not satisfactory. The Superintendent or designee shall give his/her decision in writing relative to the grievance within five (5) working days of the meeting with the Business Representative of the Union. If the grievance has been satisfactorily resolved at this Step, the Employer shall be notified within forty-eight (48) hours. If the disposition of the grievance is not acceptable, the grievance shall proceed to Step Four.

**Section 5:** STEP FOUR. 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 Three 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. The decision of the arbitrator shall be final and binding upon the parties hereto. The fees and expenses of the arbitrator and the American Arbitration Association shall be paid by the party losing the decision as indicated by the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

**Section 6:** 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.

**Section 7:** Whenever the words are used in this Agreement, "regularly scheduled working days," they shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.



## ARTICLE XVI - DISCHARGE AND TRANSFER

**Section 1:** In the event an employee under the jurisdiction of the Union shall be discharged or transferred from his/her employment after the date hereof and the employee believes he/she has been unjustly discharged or transferred, such action shall be subject to appeal to the board of education, provided a written statement which expresses the employee's reasons is given to the Superintendent or designee within two (2) regularly scheduled working days from the time of said action. All discharges and/or transfers shall be verified in writing to the employee with a copy being directed to the Union.

**Section 2:** Employees discharged may grieve through the grievance procedure as outlined in Steps Two through Four. If the grievance is not settled at this point, it may within fifteen (15) calendar days be submitted to Advisory Arbitration through the American Arbitration Association. Such Advisory Arbitration recommendations shall then be submitted directly to the board of education. The board of education shall act upon the Advisory Arbitration recommendations.

**Section 3:** The board of education shall hear the appeal as submitted by the employee in executive session at its next regularly scheduled board meeting. A decision will be rendered by the board and a written statement will be sent to the employee and a copy to the Union which will express the decision of the board of education.

**Section 4:** In the event it should be decided by the board 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 Article XVI, Section 3, which compensation, if any, shall be at the employee's regular rate of pay less such compensation as the employee may have earned at other employment during such period.

## ARTICLE XVII - SICK LEAVE

**Section 1:** Each employee covered by this Agreement will be entitled to sick leave accumulation in an individual sick leave bank at the rate of one (1) day per month worked to accumulate to a total of eighty (80) days.

- (a) Employees working two hundred thirty (230) days will earn eleven (11) sick days per year.
- (b) Employees working one hundred eighty (180) to two hundred ten (210) days will earn ten (10) sick days per year.

- (c) If employees mentioned in (a) and (b) above are scheduled to work twenty (20) days in either July or August, they shall receive one (1) sick leave day for each twenty (20) days worked.

**Section 2:** For purposes of bookkeeping, the accumulated sick leave will be expressed in hours.

- (a) For those employees working two hundred thirty (230) days, the computation will be determined from July 1 through June 30.
- (b) For employees working less than two hundred thirty (230) days, the computation will be determined from September through June.

**Section 3:** If an employee uses two (2) days or less sick leave during the period July 1 through June 30 of each contract year, the employee is eligible for a bonus day off with pay to be taken between July 1 and June 30 of the next contract year. The bonus day shall not be used prior to or following a holiday or vacation period.

**Section 4:** Sick leave may be granted to an employee when incapacitated from the performance of his/her duties by sickness, injury, or for medical, dental or optical examination or treatment. Additionally, sick leave may be used for illness in the immediate family to include spouse and children with the approval of the immediate administrator. 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 critical or serious, the employee is expected to make arrangements for the care of a family member following the first twenty-four (24) hours of such illness. Sick leave shall not be used for periodical medical, dental or optical checkups or treatment of the employee's immediate family.

#### **ARTICLE XVIII - 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, mother, brother, sister. 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 for a period of not to exceed five (5) working days to attend the funeral of a member of the employee's immediate family, to include: father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-

in-law, grandparents and grandchildren. Three (3) days may be used to attend the funeral of an employee's aunt, uncle. All funeral leave granted in this section will be deducted from the employee's accumulated sick leave.

**Section 3:** One (1) day per year, deducted from sick leave, may be used to attend the funeral of a friend.

#### **ARTICLE XIX - LEAVES WITH PAY**

**Section 1:** Employees currently employed in the bargaining unit shall be granted two (2) days each year of this Agreement with pay for personal business in accordance with the following guidelines, namely;

- (a) The employee makes application on a form provided by the Employer (see Attachment A) five (5) days prior to use of the personal business day. Emergencies will be considered on individual merits by the employee's immediate supervisor.
- (b) The personal business day shall be used for purposes that can only be conducted during the employee's work day.
- (c) The day shall not be used for recreational purposes, shopping, job interviews; nor shall the day be used the day prior to or the day following a vacation period or holiday.
- (d) The employee must give reason to the immediate supervisor stating the reason for absence.
- (e) At the end of each contract year any unused personal business days or fractions of days will be added to the employee's accumulated sick leave balance.

#### **ARTICLE XX - ZIPPER CLAUSE**

**Section 1:** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the board and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any other subject matter not specifically covered in

this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement.

#### **ARTICLE XXI - 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) calendar 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 therefor shall be discharged.

**Section 2:** As provided in the Family and Medical Leave Act (PL103-3) of 1993, an employee who has completed twelve (12) months of employment and works a minimum of 1250 hours per year shall be given a family leave of up to twelve (12) weeks during any fiscal year. Such leave will be without pay and without loss of seniority. The Employer will continue to provide insurance/options benefits for the duration of such leave.

- (a) A leave shall be allowed for a serious health condition of the employee, or to provide care for a family member to include spouse, son, daughter, stepchild, or parent of the employee who has a serious health problem. It may also be used for the birth and care of an employee's newborn or adopted child.
- (b) An employee who, because of illness or accident which is non-compensable under the Workers' Compensation Law, is physically unable to report for work shall be given an extension for the duration of such disability without pay and without insurance/options 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 an absence and for the continuation of such absence when the same is requested by the Employer.

**Section 3:** Employees may be granted an extended leave without pay in case of pregnancy.

#### **ARTICLE XXII - WAGES AND HOURS**

**Section 1:** The job classifications and applicable rates of pay are as set forth in 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 XXIII - VACATIONS**

**Section 1:** Permanent, full time employees within the bargaining unit, who are considered as two hundred thirty (230) day employees shall receive paid vacation. Vacations are earned in one fiscal year, July 1 through June 30, and taken the next fiscal year.

1 year - 1 week  
3 years - 2 weeks  
7 years - 3 weeks  
11 years - 3 weeks plus 1 day  
12 years - 3 weeks plus 2 days  
13 years - 3 weeks plus 3 days  
14 years - 3 weeks plus 4 days  
15 years - 3 weeks plus 5 days

**Section 2:** During Christmas and spring breaks when employees are not scheduled to work, employees may, with the approval of their supervisor, work all or part of these breaks, take the time off as vacation, leave without pay, or any combination of these options.

**Section 3:** Paid vacations shall not be cumulative from year to year, but must be taken during the fiscal year.

- (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.

**Section 4:** If an employee quits or is discharged prior to the anniversary date upon which he/she would have qualified for a vacation with pay, the employee will be entitled to any portion of the vacation pay for which he/she would have qualified on such anniversary date.

#### **ARTICLE XXIV - 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 XXV - TERMINATION, CHANGE OR AMENDMENT**

**Section 1:** This Agreement shall become effective on July 1, 1993 and remain in full force and effect until June 30, 1996. It shall automatically be renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by registered mail sixty (60) days prior to its anniversary date.

**Section 2:** If neither party gives such notice, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year of termination.

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

BOARD OF EDUCATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



APPENDIX A  
Schedule "A"

Section 1: Wages, Insurance and Holiday Pay

	Hours Day	Hours Year	Work Days	Holi-days	Total Days Paid	Health Ins/Options/Month		
						7/1/93 6/30/94 (1)	7/1/94 6/30/95 (2)	7/1/95 6/30/96 *
Secretary Bldg Prin/CE	7½	1800	230	10	240	150.00	155.00	
Secretary Asst HS Prin	7½	1642½	210	9	219	136.88	141.44	
Secretary HS Guidance	7½	1447½	185	8	193	120.63	124.65	
Secretary MA	7½	1560	200	8	208	130.00	134.34	
Secretary CE (part time)	4	612	145	8	153	51.00	52.70	
Clerk HS Library	7½	1410	180	8	188	117.50	121.41	
Clerk Elem & MA Library	7	1316	180	8	188	109.67	113.32	

<u>WAGES:</u>		<u>Hire</u>	<u>60 Days</u>	<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>	<u>7 Years</u>
Secretary	7/1/93	7.51	8.55	8.90	9.25	9.43	9.56
	7/1/94	7.74	8.81	9.17	9.53	9.71	9.85
	*7/1/95						
Clerk	7/1/93	6.94	7.26	7.47	7.77	8.25	8.40
	7/1/94	7.15	7.48	7.69	8.00	8.50	8.65
	*7/1/95						

Employees working a minimum of 180 days/year and a minimum of 7 hours/day may select either single subscriber health insurance coverage (MEBS 3 Star Plan) or the amount(s) listed above.

<u>HOLIDAYS:</u>	<u>Eight (8)</u>	<u>+</u>	<u>Nine (9)</u>	<u>+</u>	<u>Ten (10)</u>
	Labor Day		December 25		December 31
	Thanksgiving Day		New Years Day		July 4
	Day after Thanks.		Good Friday		
	December 24		Memorial Day		

Section 2: Longevity and Shift Differential Pay

(a) Longevity

- (1) After completing 10 years of service: 25¢/hour
- (2) After completing 15 years of service: 30¢/hour
- (3) After completing 20 years of service: 35¢/hour
- (4) After completing 25 years of service: 40¢/hour

- (b) The Employer will pay an additional fifteen (15) cents per hour for all hours worked after 4:00 p.m. only if it is a continuation of the employee's regular scheduled hours.

\*Wages and Health Insurance/Options to be reopened for negotiations.

ATTACHMENT A

Notification of Usage of Personal Business Day

Name: \_\_\_\_\_

Date to be taken: \_\_\_\_\_

I acknowledge that this Personal Business Day\*  
is not being taken for any purpose prohibited  
by Article XIX, Section 1 of the Agreement.

Signed: \_\_\_\_\_

Date submitted: \_\_\_\_\_

Approval by immediate supervisor: \_\_\_\_\_

Date approved: \_\_\_\_\_

\*May be taken in one-half or whole hours

LETTER OF UNDERSTANDING "A"

between the

PAW PAW PUBLIC SCHOOLS

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS  
Local 547, AFL-CIO

Secretarial and Clerk Personnel

If an employee of the bargaining unit has complaints in regards to work load, an investigation may be instituted by the Business Agent and the Business Manager in an effort to resolve the complaint.

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

PAW PAW BOARD OF EDUCATION

\_\_\_\_\_

\_\_\_\_\_

President

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

LETTER OF UNDERSTANDING "B"

between the

PAW PAW PUBLIC SCHOOLS

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS  
Local 547, AFL-CIO

Secretarial and Clerk Personnel

It is agreed and understood between the parties that references made to two hundred thirty (230) day employees shall be interpreted to mean full time employees.

In addition, secretaries may with the approval of their immediate supervisor take pay adjustment days.

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

PAW PAW BOARD OF EDUCATION

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\_\_\_\_\_  
President

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Date \_\_\_\_\_

Date \_\_\_\_\_

